

11-12-2002

11-12-02

FORM PTO-1594
(Rev 5-93)



HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Com... 102277438

e attached original documents or copy thereof.

1. Name of conveying party(ies):

BAY MICROSYSTEMS, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

3. Nature of Conveyance:

[] Assignment

[] Merger

[X] Security Agreement

[] Change of Name

[] Other

Execution Date: June 12, 2000

11/12/02

2. Name and address of receiving party(ies):

Name: VENTURE BANKING GROUP

a division of Cupertino National Bank

Address: Three Palo Alto Square, Suite 150

City: Palo Alto State: CA Zip: 94306

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a Federal chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [X] No

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ASSIGNMENT DIV

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)

76/393,705

76/329,621

76/323,029

76/322,636

76/322,628

B. Trademark Registration No.(s)

Additional numbers attached? [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien

November 8, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [6]

Mail Documents to be recorded with required cover sheet information to:

U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

11/12/2002 6TOM11 00000069 76393705

01 FC:8521
02 FC:8522

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1030940-907500

TRADEMARK
REEL: 002614 FRAME: 0010

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 12, 2000 by and between VENTURE BANKING GROUP, a division of CUPERTINO NATIONAL BANK ("Bank") and BAY MICROSYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

2700 Augustine Drive #298
Santa Clara, CA 95051

Attn: Chief Executive Officer

BAY MICROSYSTEMS, INC.

By: *Ashtu Ash Dhaar*

Title: *Pres. & Secy.*

BANK:

Address of Bank:

Three Palo Alto Square, Suite 150
Palo Alto, CA 94306

Attn: Ms. Jennifer Schellenberg

VENTURE BANKING GROUP, a division of
CUPERTINO NATIONAL BANK

By: *J Schellenberg*

Title: *Vice President*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\PA\10029430.3
1030940-913500

1030940-913500

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Montego	76/393,705	04/09/02
Nextware	76/329,621	10/23/01
Anymapping	76/323,029	10/09/01
Internetworking Processor	76/322,636	10/09/01
Bay Microsystems (and design)	76/322,628	10/09/01

4365 Executive Drive, Suite 1100
San Diego, CA 92121-2123
www.graycary.com
O) 858-638-6717
F) 858-677-1477

OUR FILE NO. 1030940-913500

November 7, 2002

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: Bay Microsystems, Inc.
Secured Party: Venture Banking Group

RECEIVED PPT
2002 NOV 12 AM 11:43
ASSIGNMENT UNIT

Dear Sir or Ms:


Enclosed please find the following documents:

1. Recordation Form Cover Sheet for Trademarks only;
2. Intellectual Property Security Agreement between Bay Microsystems, Inc. and Venture Banking Group, a division of Cupertino National Bank; and
3. A self-addressed postage paid postcard for your use to indicate your receipt of the enclosed documents.

Also included is a check to cover recordation fees. Please record these documents and return the original Notice of Recordation to me at the above-listed address after the security interest has been recorded.

Sincerely,

Gray Cary Ware & Freidenrich LLP



Erin O'Brien, Paralegal
eobrien@graycary.com

epo:
Enclosures

cc: Ms. Tammy Reid (w/enclosures)
Larry King, Esq. (w/o enclosures)

Gray Cary\PA\10267228.1
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