

04-16-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

102421333

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

INFINISWITCH CORPORATION

4.14.03

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 3/4/03

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal

Address:

Street Address: 2010 First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Maryland
- Other

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 No

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

A. Trademark Application No.(s) 76/227,814;
76/153,799; 76/153,931; 76/288, 236
76/271,998; 76/077,085

B. Trademark Registration No.(s) 2,583,443

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP
Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41) \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

4/7/03

Date

11

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

04/15/2003 ECDOPER 00000106 76227814

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

TRADEMARK
REEL: 002712 FRAME: 0680

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of March 4, 2003, by and between INFINISWITCH CORPORATION, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement dated as of January 17, 2002 (as amended and supplemented from time to time, the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has made certain advances of money and extended certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to continue the existing credit accommodations to Grantor under the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party an amendment to the Loan Agreement granting a security interest in all such collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and

symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for non-exclusive licenses or Limited Exclusive Licenses granted by Grantor to its customers in the ordinary course of business;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses or Limited Exclusive Licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any

subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests, Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, Exhibits A, B and C, of this Agreement without first obtaining Grantor's approval of or signature to such modification, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Remainder of this page intentionally left blank; signature pages follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

134 Flanders Road
Westborough, Massachusetts 01581
Attn: Chief Financial Officer

INFINISWITCH CORPORATION

By: *[Signature]*
Name: DAN INFANTE
Its: CFO / Treasurer

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

VENTURE LENDING & LEASING III, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

134 Flanders Road
Westborough, Massachusetts 01581
Attn: Chief Financial Officer

INFINISWITCH CORPORATION

By: _____

Name: _____


Its: _____

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

SECURED PARTY:

VENTURE LENDING & LEASING III, INC.

By:  _____

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Not applicable

EXHIBIT B

Patents

Application For TECHNIQUE FOR PROVIDING END-TO-END CONGESTION CONTROL WITH NO FEEDBACK FROM A LOSSLESS NETWORK			
Attorney for matter: Charles J. Barbas			
Inventor: Robert J. Simcoe			
Serial No.: 10/038,329	Filing Date: October 22, 2001	Patent No.:	Issue Date:
Pending; 10/22/01-Application filed with formal papers Assignee: InfiniSwitch Corporation Reel/Frame: 012449/0838 Recordation date: 10/22/2001 No FF per client			

U.S. Patent for CROSSBAR SYNCHRONIZATION TECHNIQUE			
Attorney for matter: Charles J. Barbas			
Inventor: Christopher J. Payson			
Serial No.: 10/222,538	Filing Date: August 16, 2002	Patent No.:	Issue Date:
Pending; Filed Application 8/16/2002 with formal papers Assignee: InfiniSwitch Corporation Reel/Frame: 013205/0376 Recordation date: 08/16/2002			

Patent Application for Hierarchical Subnet Management			
Attorney for matter: Charles J. Barbas			
Inventors: Robert J. Simcoe and David Kopper			
Serial No.: 10/279,652	Filing Date: October 24, 2002	Patent No.:	Issue Date:
Pending; 10/24/2002-Application filed with formal papers Awaiting filing receipt and assignment recordation			

Patent Application for SYSTEM AND METHOD FOR CHECKING DATA ACCUMULATORS FOR CONSISTENCY			
Attorney for matter: Michael R. Reinemann			
Inventors: Jeffrey L. Cooper and Henry Charles Benz			
Serial No.: Not yet assigned	Filing Date:	Patent No.:	Issue Date:
12/6/02-Final draft to inventors with formal papers			

KEEP ALIVE BUFFERS (KABS)			
Attorney for matter: Charles J. Barbas			
Inventor: Chris Payson			
Serial No.: Not yet assigned	Filing Date: Not yet assigned	Patent No.:	Issue Date:
11/26/2002-Sent first draft to inventor			
12/9/02-reeived comments from inventor; revising patent application			

ROUTING PACKETS IN A FAT TREE NETWORK			
Attorney for matter: Michael R. Reinemann			
Inventor:			
Serial No.: Not yet assigned	Filing Date: Not yet assigned	Patent No.:	Issue Date:
Matter opened; 11/18/02			
Received preliminary materials; waiting for additional info from inventor			

<u>App/Reg #</u>	<u>App/Reg Date</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Status</u>
10/047,288	01/14/02	US	InfiniBand Management Software and InfiniBand Devices with Metadata	Pending
60/416,227	10/4/02	US	System and Policy Management Methods for Use with InfiniBand Subnets	Pending (non- provisional application due before 10/4/03)

EXHIBIT C**Trademarks**

<u>Mark</u> <u>Application/Registration No.</u>	<u>Country</u>	<u>Status</u>
INFINISWITCH (word only) 78/001,688	US	Abandoned
INFINISWITCH (stylized) 1,116,274	Canada	Pending
INFINISWITCH (stylized) 2,381,226	EU	Pending
INFINISWITCH (stylized) 4,561,975	Japan	Registered
Stylized "S" 76/227,814.	US	Pending (Allowed)

<u>Mark</u>	<u>Serial/Reg #</u>	<u>Serial/Reg Date</u>	<u>Jurisdiction</u>	<u>Status</u>
LANE15	N/A	N/A	N/A	Common Law
LANE15	2583443	06/18/2002	US	Registered
LANE15	002025500	09/10/2002	Europe	Registered
LANE15 SOFTWARE and design	76/153799	10/25/2000	US	Pending
Design	76/153931	10/25/2002	US	Pending
LANE15 MANAGEMENT AGENT	US	76/273388	06/20/2001	Company intends to abandon – statement of use intentionally not filed by deadline
LANE15 APPLICATION ENABLER	N/A	N/A	N/A	Common Law
LANE15 FABRIC MANAGER	N/A	N/A	N/A	Common Law
LANE15 FABRIC MANAGER	76/288236	07/23/01	US	Pending
LANE15 VENDOR EXTENSION KIT	N/A	N/A	N/A	Common Law
COMMON MANAGEMENT FOUNDATION	N/A	N/A	N/A	Common Law
COMMON MANAGEMENT FOUNDATION	US	76/271998	06/18/2001	Pending
INFINITEAM	N/A	N/A	N/A	Common Law
INFINITEAM	US	76/077085	08/02/2001	Pending

TRADEMARK**RECORDED: 04/14/2003****REEL: 002712 FRAME: 0690**