

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ensemble Communications Inc.		12/09/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Enterprise Partners VI, L.P.
Street Address:	2223 Avenida de la Playa, Suite 300
City:	La Jolla
State/Country:	CALIFORNIA
Postal Code:	92037
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Ampersand 2001 Limited Partnership
Street Address:	55 William Street, Suite 240
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Ampersand 2001 Companion Fund Limited Partnership
Street Address:	55 William Street, Suite 240
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Ampersand 1999 Limited Partnership
Street Address:	55 William Street, Suite 240
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

CH \$115.00 2621747

Name:	Ampersand 1999 Companion Fund Limited Partnership
Street Address:	55 William Street, Suite 240
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Crescendo III, L.P.
Street Address:	480 Cowper Street, Suite 300
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Crescendo III Executive Fund, L.P.
Street Address:	480 Cowper Street, Suite 300
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Crescendo III, GbR
Street Address:	480 Cowper Street, Suite 300
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2621747	ADAPTIX
Registration Number:	2540846	ENSEMBLE COMMUNICATIONS
Registration Number:	2559423	
Serial Number:	75745971	ENSEMBLE

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (858) 550-6000
Email: trademarks@cooley.com
Correspondent Name: Kent M. Walker, Esq., Cooley Godward LLP
Address Line 1: 4401 Eastgate Mall
Address Line 4: SAn Diego, CALIFORNIA 92128

NAME OF SUBMITTER:

Kent M. Walker, Esq.

Total Attachments: 15

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ENSEMBLE COMMUNICATIONS INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*Agreement*") is made as of December 9, 2003, by and among ENSEMBLE COMMUNICATIONS INC., a Delaware corporation ("*Grantor*"), and the lenders listed on **Exhibit A** attached hereto (each a "*Lender*" and collectively the "*Lenders*").

RECITALS

A. Lenders have agreed, severally and not jointly, to lend to Grantor certain funds (the "*Loans*"), and Grantor desires to borrow such funds from Lenders pursuant to the terms of a Note Purchase Agreement dated of even date herewith by and among Grantor and Lenders (as the same may from time to time be amended, modified, supplemented or restated, the "*Purchase Agreement*").

B. Pursuant to the terms of a Security Agreement dated of even date herewith by and between Grantor and Lenders (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets.

C. In order to induce Lenders to make the Loans, Grantor has agreed to assign certain intangible property to Lenders for purposes of securing the obligations of Grantor to Lenders.

NOW, THEREFORE, the parties hereto agree as follows:

1. **DEFINITIONS.** All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST.** As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lenders under the Purchase Agreement and Notes issued thereunder (together, the "*Loan Documents*"), Grantor hereby assigns, transfers, conveys and grants a security interest to Lenders, as collateral security, in and to Grantor's entire right, title and interest in, to and under any and all Intellectual Property now or hereafter existing, created, acquired or held by Grantor, including, without limitation, those U.S. Copyrights and Copyright applications set forth on **Exhibit B**, those U.S. Patents and Patent applications set forth on **Exhibit C** and those U.S. Trademarks and Trademark applications set forth on **Exhibit D**, all of which are incorporated herein by this reference.

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

3. **AUTHORIZATION AND REQUEST.** Grantor authorizes and Lenders request that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security interest.

4. **COVENANTS AND WARRANTIES.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property (other than as set forth in Grantor's in-licenses and out-licenses);

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is a party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not sell, transfer, assign or otherwise encumber any interest in the Intellectual Property, other than Permitted Liens and non-exclusive Licenses granted by Grantor in the ordinary course of its business;

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

(e) Grantor shall promptly advise Lenders of any material changes in the composition of the Intellectual Property, including but not limited to any subsequent ownership right of Grantor in or to any Intellectual Property not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property material to the ordinary conduct of its business, (ii) promptly advise Lenders in writing of material infringements detected or of which it has knowledge, and (iii) not allow any of its Intellectual Property to be abandoned, forfeited or dedicated to the public without the written consent of Majority Lenders, which consent shall not be unreasonably withheld;

(g) Grantor shall, if Grantor determines, in the exercise of its reasonable business judgment, that it is commercially reasonable to do so, promptly register (i) all of the registerable Intellectual Property rights that Grantor holds as of the date hereof and that are material to the ordinary conduct of Grantor's business, but that Grantor has heretofore failed to register, and (ii) additional Intellectual Property rights that are material to the ordinary conduct of Grantor's business and that are developed or acquired after the date hereof. Notwithstanding the foregoing, Grantor shall take such further actions as Majority Lenders may reasonably request from time to time to perfect or continue the perfection of Lenders' interest in the Intellectual Property;

(h) This Agreement, creates, and in the case of after-acquired Intellectual Property, will create at the time Grantor first has rights in such after-acquired Intellectual Property in favor of Lenders a valid and perfected, first priority security interest in the Intellectual Property in the United States securing the payment and performance of the secured obligations described in Section 4 of the Security Agreement ("**Secured Obligations**") upon making the filings referred to in Section 4(i) below, subject only to Permitted Liens;

(i) To its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the office of the Secretary of State of the applicable state, necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to

or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Lenders of their rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Lenders by or on behalf of Grantor with respect to the Intellectual Property is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Majority Lenders' 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 Intellectual Property acquired under such contracts; and

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lenders in writing of any event that materially adversely affects the value of any Intellectual Property, the ability of Grantor to dispose of any Intellectual Property or the rights and remedies of Lenders in relation thereto, including the levy of any legal process against any of the Intellectual Property.

5. MAJORITY LENDERS' RIGHTS. Majority Lenders shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after three business days' written notice to Grantor. Grantor shall reimburse and indemnify Majority Lenders for all costs and reasonable expenses incurred in the exercise of their rights under this Section 5.

6. INSPECTION RIGHTS. Grantor hereby grants to Lenders and their employees, representatives and agents the right to visit, during reasonable hours upon prior written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property, and to inspect the products and quality control records relating thereto upon written notice to Grantor and as often as may be reasonably requested.

7. 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 be necessary or advisable, or as requested by Majority Lenders, to perfect Lenders' security interest in all Intellectual Property, and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Lenders the grant or perfection of a security interest in all Intellectual Property.

(b) Grantor hereby irrevocably appoints Majority Lenders 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 Majority Lenders' discretion, to take any action and to execute any instrument which Majority Lenders may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit B, Exhibit C or Exhibit D hereof, as appropriate, to include reference to any material right, title or interest in any Intellectual Property acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Grantor no longer

has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property without the signature of Grantor where permitted by law, and (iii) to transfer the Intellectual Property into the name of Lenders or a third party to the extent permitted under the UCC; *provided*, that Majority Lenders agree that they shall not exercise their powers as attorney-in-fact under this Section 7(b)(iii) except upon the occurrence and during the continuation of an Event of Default.

8. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an “*Event of Default*” under this Agreement:

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

(b) Grantor breaches any warranty or agreement in any material respect made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach pursuant to the Loan Documents.

9. REMEDIES. Upon the occurrence and during the continuance of an Event of Default, Majority Lenders shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Grantor to assemble the Intellectual Property and any tangible property in which Lenders have a security interest and to make it available to Lenders at a place designated by Majority Lenders. Lenders shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 9, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property, to the extent necessary to permit Majority Lenders to exercise their rights and remedies pursuant to this Section 9, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property and, in connection with Majority Lenders’ exercise of their rights hereunder, Grantor’s rights under all licenses and all franchise agreements shall inure to the benefit of Lender. Grantor will pay any expenses (including reasonable attorneys’ fees) incurred by Majority Lenders in connection with the exercise of any of their rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property. All of Lenders’ rights and remedies with respect to the Intellectual Property shall be cumulative.

10. INDEMNITY. Grantor agrees to defend, indemnify and hold harmless each Lender and each of its officers, employees, and agents against: (a) all obligations, demands, claims and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by such Lender as a result of or in any way arising out of or related to transactions between such Lender and Grantor, whether under this Agreement, the Security Agreement or the Loan Documents (including, without limitation, reasonable attorneys’ fees and reasonable expenses), except for losses arising from or out of such Lender’s gross negligence or willful misconduct.

11. SUCCESSORS AND ASSIGNS. This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor, and shall, together with the rights and remedies of Lenders hereunder, inure to the benefit of Lenders, any future holder(s) of the Notes and their respective successors and assigns, provided that a Lender shall not be entitled to assign any of its rights under this Agreement without the prior written consent of Grantor, except to an Affiliate (as defined in the Purchase Agreement) of such Lender that agrees to assume the obligations of such Lender as set forth herein. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Lenders hereunder.

12. REASSIGNMENT. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lenders shall execute and deliver to Grantor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lenders pursuant hereto.

13. NO FAILURE OR DELAY. No failure or delay on the part of Lenders, in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

14. ACTIONS BY THE SECURED PARTIES AND AMENDMENTS. All actions, omissions and decisions of the Lenders hereunder or any amendment of this Agreement (each called herein an "*Act of the Lenders*") shall be determined by and require the written consent of the Majority Lenders; provided that any Act of the Lenders that would adversely affect the rights of a particular Lender in a manner different than the rights of the other Lenders shall also require the written consent of such Lender. Subject to the foregoing, each Lender shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Lenders.

15. UNEQUAL PAYMENT BY GRANTOR. Each Lender agrees that if it shall obtain or receive, through the exercise of any right granted to the Lenders under this Agreement, under the Notes or by applicable law, including, but not limited to any right of set-off, any secured claim under the United States Bankruptcy Act, as amended, or any other security or interest, any payment or payments greater than its Pro Rata share of all Notes, as measured immediately prior to the receipt of such payment or payments, then (a) such Lender shall promptly purchase (and shall be deemed to have thereupon purchased) from other Lenders, a participation in the Notes of such other Lenders, so that each Lender shall have received payments in proportion to its Pro Rata share immediately prior to such transactions and (b) such other adjustments shall be made from time to time as shall be equitable to ensure that the Lenders share the benefits of such payment on a Pro Rata basis. The term "Notes" as used in this paragraph shall include accrued interest thereon.

16. COUNTERPARTS; FACSIMILE. This Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Facsimile signatures shall be as effective as original signatures.

17. CALIFORNIA LAW AND JURISDICTION; JURY WAIVER. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law. Grantor and Lender consent to the exclusive jurisdiction of any state or federal court located in California. GRANTOR AND LENDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE CREDIT AGREEMENT, THIS ASSIGNMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.


18. CONFLICT. In the event of a conflict between any term and/or provision contained in this Agreement with any term and/or provision contained in the Security Agreement, the term and/or provision of this Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be effective as of the date first written above.

GRANTOR:

ENSEMBLE COMMUNICATIONS INC.,
a Delaware corporation

By: 

Name: NICHOLAS K PIANIM

Title: CFO

Address: 9890 Towne Centre Drive
San Diego, CA 92121

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

LENDERS:

ENTERPRISE PARTNERS VI, L.P.

By: Enterprise Management Partners VI, LLC,
its General Partner

By: 

Name: CARL EIBL

Title: MANAGING DIRECTOR

Address: 2223 Avenida de la Playa, Suite 300
La Jolla, CA 92037

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 002762 FRAME: 0240

LENDERS:

AMPERSAND 2001 LIMITED PARTNERSHIP

By: AMP-01 Management Company Limited Liability
Company, its General Partner

By: Charles D. Yie
Name: Charles D. Yie
Its: Managing Member

**AMPERSAND 2001 COMPANION FUND LIMITED
PARTNERSHIP**

By: AMP-01 Management Company Limited Liability
Company, its General Partner

By: Charles D. Yie
Name: Charles D. Yie
Its: Managing Member

AMPERSAND 1999 LIMITED PARTNERSHIP

By: AMP-99 Management Company Limited Liability
Company, its General Partner

By: Charles D. Yie
Name: Charles D. Yie
Its: Managing Member

**AMPERSAND 1999 COMPANION FUND LIMITED
PARTNERSHIP**

By: AMP-99 Management Company Limited
Liability Company, its General Partner

By: Charles D. Yie
Name: Charles D. Yie
Its: Managing Member

Address: 55 William Street, Suite 240
Wellesley, MA 02481

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


TRADEMARK
REEL: 002762 FRAME: 0241

LENDERS:

CRESCENDO III, L.P.

By: Crescendo Ventures III, LLC

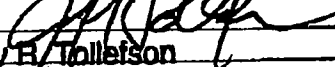
Its: General Partner

By: 
Name: Jeffrey R. Tollefson
Its: General Partner

CRESCENDO III EXECUTIVE FUND, L.P.

By: Crescendo Ventures III, LLC

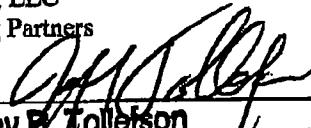
Its: General Partner

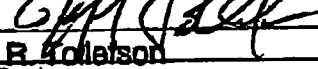
By: 
Name: Jeffrey R. Tollefson
Its: General Partner

CRESCENDO III, GBR

By: Crescendo Ventures III, LLC and Verbier
Ventures, LLC

Its: Managing Partners

By: 
Name: Jeffrey R. Tollefson
Its: General Partner

By: 
Name: Jeffrey R. Tollefson
Its: General Partner

Address: 480 Cowper Street, Suite 300
Palo Alto, CA 94301
Attention: Anthony Daffer

with a copy to:

Crescendo Ventures Management LLC
800 LaSalle Avenue, Suite 2250
Minneapolis, MN 55402
Attention: Kevin Spreng

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A

LENDERS

<u>INVESTOR NAME</u>	<u>PRINCIPAL AMOUNT OF NOTE</u>
Enterprise Partners VI, L.P.	\$654,850.41
Ampersand 2001 Limited Partnership	\$453,811.38
Ampersand 2001 Companion Fund Limited Partnership	\$4,583.93
Ampersand 1999 Limited Partnership	\$192,526.09
Ampersand 1999 Companion Fund Limited Partnership	\$3,929.00
Crescendo III, L.P.	\$182,972.68
Crescendo III Executive Fund, L.P.	\$1,883.96
Crescendo III, GbR	\$5,442.55
Total:	\$1,500,000.00

EXHIBIT B

U.S. COPYRIGHTS AND COPYRIGHT APPLICATIONS

1. REGISTERED U.S. COPYRIGHTS:

None

2. U.S. COPYRIGHT APPLICATIONS IN PROCESS:

None

EXHIBIT C

U.S. PATENTS AND PATENT APPLICATIONS

I. REGISTERED U.S. PATENTS:

- (1) Patent No. 6,016,311 issued on January 18, 2000 for "Adaptive Time Division Duplexing Method and Apparatus for Dynamic Bandwidth Allocation Within a Wireless Communication System."
- (2) Patent No. 6,459,687 issued October 1, 2002 for "Method and Apparatus for Implementing a MAC Co-Processor in a Communication System."
- (3) Patent No. 6,577,863 issued June 10, 2003 for "Failure Redundancy Between Modem Interface Cards and Outdoor Units in a Wireless Communication System."
- (4) Patent No. 6,549,759 issued April 15, 2003 for "Asymmetric Adaptive Modulation in a Wireless Communication System."
- (5) Patent No. 6,597,733 issued July 22, 2003 for "Equalizer Performance Enhancements for Broadband Wireless Applications."

II. U.S. PATENT APPLICATIONS IN PROCESS:

- (1) "Method and Apparatus for Allocating Bandwidth in a Wireless Communication System," U.S. patent application filed on May 21, 1999, Serial No. 09/316,518, continuation filed 5/16/01, Serial No. 09/859,561.
- (2) "Adaptive Time Division Duplexing Method and apparatus for Dynamic Bandwidth Allocation within a Wireless Communication System" (formerly, "Method and Apparatus for Allocating Bandwidth in a Wireless Communication System,") U.S. patent application filed on 5/21/99, Serial No. 09/316,518, continuation of #1 above.
- (3) "Method and Apparatus for Data Transportation and Synchronization Between Media Access Control and Physical Layers in a Wireless Communication System," U.S. patent application filed on October 29, 1999, Serial No. 09/430,379.
- (4) "Improved Frame Structure for an Adaptive Modulation Wireless Communication System," U.S. patent application filed on August 31, 1999 Serial No. 09/365,917.
- (5) "Method and Apparatus for Concatenated Channel Coding in a Data Transmission System," U.S. patent application filed on December 24, 1999, Serial No. 09/471,295.
- (6) "Method and Apparatus for Reducing Co-Channel Interference in a Frame-Synchronized Wireless Communication System," U.S. patent application filed on March 31, 2000. Notice of allowance was received October 28, 2003, Serial No. 09/539,851.
- (7) "Method and Apparatus for Concatenated Channel Coding with Variable Code Rate and Coding Gain in a Data Transmission System," U.S. patent application filed on May 1, 2000, Serial No. 09/564,377.

- (8) "Method and Apparatus for a Self-Correcting Bandwidth Request/Grant Protocol in a Wireless Communication System," U.S. patent application filed on July 11, 2000, Serial No. 09/613,434.
- (9) "Method and Apparatus for Efficient Bandwidth Utilization in Subscriber Unit Initialization and Synchronization in a Time Synchronized Communication System," U.S. patent application filed on July 31, 2000 Serial No. 09/629,569.
- (10) "A System and Method for Wireless Communication in a Frequency Division Duplexing Region," U.S. patent application filed on September 5, 2001, Serial No. 09/947,644.
- (11) "Communication Interface Between an Indoor Unit and an Outdoor Unit in a Wireless Communication System," U.S. patent application filed on November 3, 2000, Serial No. 09/706,165.
- (12) "Outdoor Unit Programming System," U.S. patent application filed on November 3, 2000, Serial No. 09/706,195.
- (13) "Framing for an Adaptive Modulation Wireless Communication System," U.S. patent application filed on November 15, 2001, Serial No. 09/991,532.
- (14) "Method and System for Reducing Channel Interference In a Frame Synchronized Wireless Communication System," U.S. patent application filed on September 5, 2001, Serial No. 09/947,650.
- (15) "System and Method for Timing Detector Measurements in a Wireless Communication System," U.S. patent application filed on November 22, 2000, Serial No. 09/721,416.
- (16) "Method and System for Adaptively Obtaining Bandwidth Allocation Requests," U.S. patent application filed on December 11, 2001, Serial No. 10/014,951.
- (17) "Adaptive Call Admission Control for Use in a Communications System," U.S. patent application filed on December 21, 2001, Serial No. 10/032,044.
- (18) "Packing Source Data Packets into Transporting Packets with Fragmentation," U.S. patent application filed on January 15, 2002, Serial No. 10/053,179.
- (19) "Method and Apparatus for an Abridged Bandwidth Request/Grant Protocol in a Wireless Communication System," U.S. patent application filed on February 14, 2001, Serial No. 09/783,671.
- (20) "System and Method of Automatically Calibrating the Gain for A Distributed Wireless Communication System," U.S. patent application filed on February 15, 2001, Serial No. 09/789,940.
- (21) "Synchronizing Clocks Across A Communication Link," U.S. patent application filed on February 21, 2001, Serial No. 09/790,443.
- (22) "Method for Allocating Fractional Bandwidth in a Fixed Frame Communication System," U.S. patent application filed on February 15, 2001, Serial No. 09/788,283. Notice of allowance received.

- (23) "System and Method for Measuring Signal to Noise Values in an Adaptive Wireless Communication System," U.S. patent application filed on July 27, 2002, Serial No. 10/207,661.
- (24) "Scheduling Method and System for Communication Systems that Offer Multiple Classes of Service," U.S. patent application filed on July 26, 2002, Serial No. 10/207,648.
- (25) "Efficient Point-to-Point Systems and Methods," U.S. patent application filed on March 28, 2003, Serial No. 60/459,133.

EXHIBIT D

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

I. REGISTERED U.S. TRADEMARKS:

- (1) ADAPTIX, #2,621,747 registered September 17, 2002
- (2) ENSEMBLE COMMUNICATIONS, #2,540,846 registered February 19, 2002
- (3) TRIANGLE CIRCLE DESIGN, #2,559,423 registered April 9, 2002

II. U.S. TRADEMARK APPLICATIONS IN PROCESS:

- (1) "ENSEMBLE"
 - U.S. Trademark Office – Federal Intent-to-Use Trademark Application No. 75/745,971 filed July 9, 1999