

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Assignment under Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GATX Ventures, Inc.		06/13/2003	CORPORATION:
Silicon Valley Bank		06/13/2003	CORPORATION:

RECEIVING PARTY DATA	
Name:	Cetacean Networks, Inc.
Street Address:	100 Arboretum Drive
Internal Address:	Suite 301
City:	Portsmouth
State/Country:	NEW HAMPSHIRE
Postal Code:	02451
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76083244	CETACEAN

CORRESPONDENCE DATA	
Fax Number:	(781)768-6223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	781-768-6023
Email:	mbarrett@crv.com
Correspondent Name:	Marianne Barrett
Address Line 1:	1000 Winter Street
Address Line 2:	Suite 3300
Address Line 4:	Waltham, MASSACHUSETTS 02451

NAME OF SUBMITTER:	Marianne Barrett
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Total Attachments: 16
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CETACEAN NETWORKS, INC.
100 Arboretum Drive, Suite 301
Portsmouth, New Hampshire 03801

June 13, 2003

To the Persons listed on
the signature pages hereto:

Reference is hereby made to (i) the Series A Convertible Preferred Stock and Series A-1 Preferred Stock Purchase Agreement dated as of November 14, 2002 (the "**Purchase Agreement**") by and among the Cetacean Networks, Inc. (the "**Company**") and the Purchasers named therein, (ii) the Second Amended and Restated Investors' Rights Agreement dated as of November 14, 2002 (the "**Investors' Rights Agreement**") by and among the Company, Steven Rogers, the Common Stockholders named therein and the Investors named therein, and (iii) the Restructure Agreement dated as of November 13, 2002 (the "**Restructure Agreement**"; together with the aforementioned agreements, the "**Subject Agreements**") by and among the Company, GATX Ventures, Inc. ("**GATX**"), Silicon Valley Bank ("**SVB**") and Silicon Valley Bancshares (together with GATX and SVB, the "**Banks**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

On November 14, 2002, the Company issued and sold, pursuant to the terms of the Purchase Agreement, a total of 56,539,169 shares of its Series A Convertible Preferred Stock (the "**Series A Preferred Stock**") and a total of 11,173,793 shares of its Series A-1 Preferred Stock (the "**Series A-1 Preferred Stock**").

The undersigned hereby consent and agree to the Company's issuance and sale, effective as of March 7, 2003 and otherwise pursuant to Section 2.03(b) and (c) and the other terms of the Purchase Agreement, of (i) a total of 13,592,099 additional shares of Series A Preferred Stock (the "**Additional Series A Shares**") at the Issue Price to the affiliates of Charles River Ventures listed on the signature pages hereof and Prism Venture Partners IV, L.P. and (ii) a total of 2,395,614 additional shares of Series A-1 Preferred Stock (the "**Additional Series A-1 Shares**"; together with the Additional Series A Shares, the "**Additional Shares**") at the Issue Price to GATX and SVB. The undersigned further agree that, notwithstanding any provision of the Subject Agreements to the contrary, the sale of the Additional Shares shall be deemed to have been effected as an Additional Closing pursuant to Sections 2.03(b) and (c) of the Purchase Agreement. The undersigned waive compliance by the Company with the provisions of Article III of the Purchase Agreement with respect to such Additional Closing.

The Company and each of the undersigned purchasers of Additional Shares acknowledge and agree, respectively, that the number of Additional Shares issued and sold to such purchaser at the Additional Closing and the aggregate purchase price paid by it for its shares are as set forth in Attachment 1 hereto, and that Exhibit 2.01A to the Purchase Agreement shall be amended accordingly to reflect such Additional Closing and such Additional Shares.

The undersigned Investors under (and as defined in) the Investors' Rights Agreement hereby waive, with respect to the sale and issuance of Additional Shares, any and all rights of first refusal contained in Section 6 of the Investors' Rights Agreement (or otherwise), including, 19/416347.3

but not limited to, all rights to prior written notice and any rights to purchase a pro rata portion of the Additional Shares.

The Company and the Banks acknowledge and agree that (i) the entire principal balance of the Obligations (as defined in the Restructure Agreement) as of the date of the Additional Closing was \$348,904.83 (the "**Principal Balance**") and (ii) no accrued but unpaid interest remains owing with respect to the Obligations. The Banks agree that, notwithstanding any provision of the Restructure Agreement to the contrary, the entire Principal Balance shall be deemed to have been repaid by conversion thereof into the Additional Series A-1 Shares at the Additional Closing as provided above as contemplated by Sections 2.03(b) and (c) of the Purchase Agreement and Section 2(B) of the Restructure Agreement. The Banks further agree that, giving effect to such conversion, all Obligations have been satisfied in full, the Loan Agreement (as defined in the Restructure Agreement) has terminated (except with respect to any survival provisions expressly described therein), and all liens and security interests granted in favor of the Banks in the Company's property and assets securing the Obligations under the Loan Agreement are released in full. The Banks hereby authorize the Company to file such UCC termination statements as may be necessary or desirable to reflect of record such release, and further agree to execute and deliver, at the Company's request and expense, such other instruments, documents or filings as may be necessary or desirable to reflect of record such release.

Please confirm your agreement to the foregoing by countersigning this letter in the space provided below. This letter may be executed in counterparts.

Very truly yours,

CETACEAN NETWORKS, INC.

By: *Dekkers Davidson*

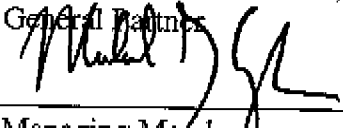
Dekkers Davidson, President

Accepted and agreed by:

CHARLES RIVER PARTNERSHIP X,
A LIMITED PARTNERSHIP

By: CHARLES RIVER X GP, LLC

General Partner

By: 

Managing Member

CHARLES RIVER PARTNERSHIP X-A,
A LIMITED PARTNERSHIP

By: CHARLES RIVER X GP, LLC

General Partner

By: 

Managing Member

CHARLES RIVER FRIENDS X-B, LLC

By: CHARLES RIVER FRIENDS, INC.

Manager

By: 

Officer

CHARLES RIVER FRIENDS X-C, LLC

By: CHARLES RIVER FRIENDS, INC.

Manager

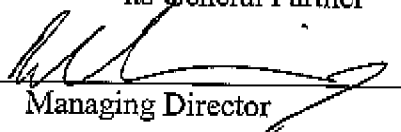
By: 

Officer

PRISM VENTURE PARTNERS IV, L.P.

By: Prism Investment Partners IV, L.P.
its General Partner

By: Prism Venture Partners IV, L.L.C.
its General Partner

By: 
Managing Director

GATX VENTURES, INC.

By: _____
Name:
Title:

SILICON VALLEY BANK

By: _____
Name:
Title:

SILICON VALLEY BANCSHARES

By: _____
Name:
Title:

PRISM VENTURE PARTNERS IV, L.P.

By: Prism Investment Partners IV, L.P.
its General Partner

By: Prism Venture Partners IV, L.L.C.
its General Partner

By: _____
Managing Director

GATX VENTURES, INC.

By: Carl F. Swanson
Name: CARL F. SWANSON
Title: VP

SILICON VALLEY BANK

By: _____
Name:
Title:

SILICON VALLEY BANCSHARES

By: _____
Name:
Title:

PRISM VENTURE PARTNERS IV, L.P.

By: Prism Investment Partners IV, L.P.
its General Partner


By: Prism Venture Partners IV, L.L.C.
its General Partner

By: _____
Managing Director


GATX VENTURES, INC.

By: _____
Name:
Title:

SILICON VALLEY BANK

By: 
Name: Pamela Aldsworth
Title: SVP

SILICON VALLEY BANCSHARES

By: 
Name:
Title:
DAVID FISHER
EVI

Attachment 1

<u>Name of Purchaser</u>	<u>Purchase Price Paid/Principal Amount Converted</u>	<u>Number of Additional Series A Shares</u>	<u>Number of Additional Series A-1 Shares</u>
Prism Venture Partners IV, L.P.	\$1,149,345.87	7,891,520	0
Charles River Partnership X, a Limited Partnership	\$751,448.69	5,159,519	0
Charles River Partnership X-A, a Limited Partnership	\$20,628.49	141,637	0
Charles River Partnership X-B, LLC	\$49,573.24	340,375	0
Charles River Partnership X-C, LLC	\$8,600.00	59,048	0
GATX Ventures, Inc.	\$232,603.22	0	1,597,076
Silicon Valley Bank	\$116,301.61	0	798,538

RESTRUCTURE AND AMENDMENT AGREEMENT

This RESTRUCTURE AND AMENDMENT AGREEMENT (this "Agreement"), dated as of November 13, 2002, is entered into by and among CETACEAN NETWORKS, INC., a Delaware corporation ("Borrower"), GATX VENTURES, INC. ("GV") and SILICON VALLEY BANK ("SVB") and together with GV, "Lenders", and, solely with respect to the exchange of the Existing Warrants (defined below) for the New Warrants (defined below), SILICON VALLEY BANCSHARES.

RECITALS

Borrower hereby stipulates, acknowledges and agrees in favor of Lenders that the following recitals are true, complete and correct:

1. Borrower and Lenders are parties to a Loan and Security Agreement dated as of April 18, 2001 (as amended from time to time, the "Loan Agreement") pursuant to which Lenders have provided financing to Borrower.
2. Borrower now hereby reaffirms its remaining obligations to Lenders under the Loan Agreement and agrees that it is indebted to Lenders thereunder as of October 29, 2002 without defense or offset of any kind in the aggregate principal amount of \$1,976,291.38, plus accrued interest as of October 29, 2002 in the amount of \$18,368.53, plus costs and expenses and attorneys' fees (the "Existing Debt").
3. Borrower has now requested that Lenders agree to consent to a restructuring of the Borrower's obligations under the Loan Agreement. Lenders are willing to do so solely upon the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Borrower and Lenders hereby agree as follows:

1. Definitions; Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Loan Agreement shall have the respective meanings given to those terms in the Loan Agreement. This Agreement shall be deemed to be an "Operative Document" within the meaning of such term as defined in the Loan Agreement. Other rules of construction set forth in the Loan Agreement, to the extent not inconsistent with this Agreement, apply to this Agreement and are hereby incorporated by reference.

(A) Certain Definitions. As used herein, the following terms have the respective meanings set forth below:

"Series A Stock" shall mean the Borrower's newly-designated Series A Convertible Preferred Stock, \$0.001 par value per share, having the relative rights, powers, privileges and preferences as set forth in Schedule 1 attached hereto.

"Series A-1 Stock" shall mean the Borrower's newly-designated Series A-1 Preferred Stock, \$0.001 par value per share, having the relative rights, powers, privileges and preferences as set forth in Schedule 1 attached hereto.

2. Conversion to Equity; Paydown of Principal. Borrower and Lenders agree that the Loan Agreement and each Note (as defined in the Loan Agreement) shall be amended as follows:

(A) In the event that, on or before November 14, 2002, the Borrower has not received proceeds in an aggregate amount of at least Four Million Three Hundred Thousand Dollars (\$4,300,000) (including conversion of any outstanding indebtedness of Borrower other than the Obligations of Borrower to Lenders) from the issuance of Series A Stock, the outstanding principal balance of the Obligations of Borrower to Lenders under the Loan Agreement, and all accrued interest and fees and expenses thereunder, shall be due and payable in full to the Lenders on November 14, 2002.

(B) In the event that, on or before November 14, 2002, the Borrower receives proceeds from its sale and issuance of Series A Stock pursuant to the Stock Purchase Agreement (as defined below) in an aggregate amount of at least Four Million Three Hundred Thousand Dollars (\$4,300,000) (including conversion of any outstanding indebtedness of Borrower other than the Obligations of Borrower to Lenders), then, upon the first Closing (as used herein, Closing shall mean and refer to "Closing" as such term is defined in the Stock Purchase Agreement) in which such aggregate proceeds first equals or exceeds such amount, and upon each Additional Closing (as defined in the Stock Purchase Agreement) thereafter on or prior to December 31, 2002, a portion of the outstanding principal balance of the Obligations of Borrower to Lenders under the Loan Agreement shall, automatically and without the payment of any additional consideration therefor, but subject to the conditions set forth below, convert (pro rata as between Lenders based on the respective principal balances owed to each Lender as of immediately prior to such first Closing) into that whole number of fully paid and nonassessable shares of Series A-1 Stock as determined by dividing (a) the Principal Conversion Amount (as defined below), by (b) the price per share at which shares of Borrower's Series A-1 Stock are sold to Lenders at such first Closing. Notwithstanding anything contained herein to the contrary, the conversion of Obligations into Series A-1 Stock at a Closing as provided herein shall not become effective except upon: (i) receipt by the Lenders of copies of the Stock Purchase Agreement executed by the Borrower and each other party required therein at a Closing, (ii) receipt by the Lenders of executed copies of all certificates and other documents required to be executed by the Borrower or any officer of the Borrower pursuant to the Stock Purchase Agreement at a Closing, and of the legal opinion of Borrower's counsel required to be delivered to the Series A Stock purchasers pursuant to the Stock Purchase Agreement, (iii) receipt by the Lenders of certificates representing the shares of Series A-1 Stock issued upon the conversion of the Principal Conversion Amount at a Closing, and (iv) payment of all accrued interest, fees and expenses and other Obligations with respect to such Principal Conversion Amount. Upon any conversion of any of the outstanding principal balance of the Obligations under the Loan Agreement pursuant to the foregoing, all accrued interest, fees and expenses and other Obligations of Borrower to Lenders under the Loan Agreement with respect to such converted principal shall be due and payable in full. No fractional shares will be issued upon conversion of any of the outstanding principal balance of the Obligations under the Loan Agreement pursuant to this Section. In lieu of any fractional share to which Lenders would otherwise be entitled, Borrower will pay to Lenders in cash the amount of the unconverted principal that would otherwise be converted pursuant to this paragraph into such fractional share. As used in this Agreement:

"Principal Conversion Amount" shall mean, as of, and separately with respect to, each Closing of the sale and purchase of Series A Stock, an amount equal to: (x) the outstanding principal balance of the Obligations of Borrower to Lenders under the Loan Agreement as of immediately prior to the first Closing in which a conversion occurs in accordance with this Section 2(B), multiplied by (y) the percentage derived by dividing the proceeds received by Borrower from the issuance of Series A Stock at such Closing from Charles River Partnership X, a limited partnership, and its affiliates, and Prism Ventures Partners IV L.P., and its affiliates, Bessemer Venture Partners V, L.P., and Bessec Ventures V, L.P. (which shall not include cash proceeds received by Borrower from the issuance of Series A Stock to such investors at any prior Closing), in connection with the sale of Borrower's Series A Stock (including by means of the conversion of any outstanding debt) by Ten Million Dollars (\$10,000,000).

(C) To the extent that, on or before December 31, 2002, the entire principal balance of the

Obligations under the Loan Agreement have not been converted into shares of Series A-1 Stock in accordance with Paragraph (B) above, the remaining principal balance and all other Obligations under the Loan Agreement (including, without limitation, all accrued interest and fees and expenses) shall be due and payable in full to the Lenders on December 31, 2002.

3. Principal and Interest Payments. Effective as of the satisfaction of the Conditions Precedent, Borrower shall not be required to make monthly payments of principal under the Loan Agreement, except to the extent described in this Agreement. On the Payment Date of each month, Borrower shall make payments of accrued interest on the principal balance of all Loans under the Loan Agreement (to the extent that the principal balance of such Loans have not been converted into equity in accordance with the terms of this Agreement).

4. Defaults. Upon the occurrence of an Event of Default under the Loan Agreement (other than as disclosed to Lenders in writing as of the date of this Agreement), all Obligations under the Loan Agreement (to the extent that such Obligations have not been converted into equity in accordance with the terms of this Agreement) shall be immediately due and payable in full. Notwithstanding the foregoing, the Lenders hereby consent to Borrower entering into the Series A/A-1 equity round as described in this Agreement and hereby waive any provisions of the Loan Agreement that would prohibit the consummation of such transactions. Lenders hereby retract their notice of default to Borrower (delivered by Riemer & Braunstein LLP) dated June 20, 2002 which default was based upon the Lenders' determination that an event under Section 9.01 (k) of the Loan Agreement (the "Default") had occurred, without waiving any of Lenders' rights to claim such Default in the future if, from and after the date hereof, an event under Section 9.01 (k) of the Loan Agreement occurs.

5. Cancellation of Existing Warrants. Borrower, Lenders and Silicon Valley Bancshares agree that the Warrants issued by Borrower to Lenders on April 18, 2001 (collectively, the "Existing Warrants") shall be deemed cancelled upon the satisfaction of the Conditions Precedent.

6. Condition to Effectiveness. The effectiveness of this Agreement is conditioned upon the prior or concurrent occurrence of all of the following (the "Conditions Precedent"):

(a) Secretary's Certificate. A certificate of the Secretary or the Assistant Secretary of Borrower, in form and substance satisfactory to Lenders, certifying the adoption of resolutions of the Board of Directors of Borrower approving this Agreement and the transactions contemplated hereby shall have been delivered to Lenders.

(b) Restructure Agreement. This Agreement shall have been duly executed and delivered by Borrower and Lenders.

(c) Issuance of New Warrants. Borrower shall have executed and delivered to GV warrants to purchase up to 31,111 shares of Borrower's Series A Stock substantially in the form of Schedule 2-1 and shall have executed and delivered to Silicon Valley Bancshares warrants to purchase up to 15,556 shares of Borrower's Series A Stock substantially in the form of Schedule 2-2 (collectively, the "New Warrants").

(d) Stock Purchase Agreement and related Agreements. Borrower, purchasers of Borrower's Series A Stock, Silicon Valley Bancshares, and Lenders shall have each executed, as applicable, (i) a Stock Purchase Agreement in the form of Schedule 3 attached hereto, providing for issuance of shares of Borrower's Series A Stock to such purchasers and of Borrower's Series A-1 Stock to Lenders upon conversion of the debt described in this Agreement (the "Stock Purchase Agreement") and all conditions precedent to the first Closing thereof (other than the effectiveness of this Agreement) shall have been satisfied, (ii) Joinders to the Investors' Rights Agreements in the form of Schedule 4 attached hereto, and (iii) the Stockholders' Agreement in the form of Schedule 5 attached hereto.

(e) Closing of Series A Equity Round. Borrower shall have received not less than Four Million Three

Hundred Thousand Dollars (\$4,300,000) (including conversion of any outstanding indebtedness other than the Obligations) from the issuance of shares of its Series A Stock pursuant to the Stock Purchase Agreement, and the Stock Purchase Agreement shall provide for the sale and purchase of shares of such Series A Stock for an aggregate amount of not less than Ten Million Dollars (\$10,000,000).

7. General Release. As of the date hereof, for valuable consideration, the receipt of which is hereby acknowledged, Borrower hereby, for itself, its officers, its employees, affiliates, partners, agents, successors, administrators and assigns, releases, acquits and forever discharges each Lender, its past or present directors, managers, officers, employees, agents, affiliates, attorneys, shareholders, successors and assigns ("Released Parties"), and each of them, separately and collectively, of and from any and all claims, actions, causes of action, counterclaims, liabilities, suits, debts, offsets, setoffs, losses, liens, demands, rights, obligations, damages, costs, attorneys' fees, interest, loss of service, expenses and compensation, known or unknown, fixed or contingent, and defenses of every nature and kind whatsoever which exist through the date hereof ("Claims"), which Borrower might have had in the past, or now has, including, without limitation, any Claims relating to and in any way connected with: the Loan Agreement, all related agreements thereto, and the lending relationship between Borrower and the Released Parties as of the date hereof. Borrower further agrees never to commence, aid or participate in, either directly or indirectly (except to the extent required by order or legal process issued by a court or governmental agency of competent jurisdiction) any legal action, defense or other proceeding based in whole or in part hereof based on the foregoing.

Borrower expressly understands and acknowledges that it is possible that unknown losses or Claims exist or that present losses or Claims may have been understated in amount or severity, and it explicitly took that into account in determining the consideration to be given for this release, and a portion of said consideration and the mutual covenants contained herein, having been bargained for between the parties with the knowledge of the possibility of such unknown Claims, were given in exchange for a full accord, satisfaction and discharge of all such Claims. Consequently, in furtherance of this general release, Borrower acknowledges and waives the benefits of California Civil Code section 1542 (and all similar ordinances and statutory, regulatory, or judicially created laws or rules of any jurisdiction) which provides:

A GENERAL RELEASE DOES NOT EXTEND TO ANY CLAIM WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Borrower agrees that the agreements contained herein are intended to be in full satisfaction of any alleged injuries or damages of Borrower. Borrower has consulted with legal counsel prior to signing this release or has had an opportunity to obtain such counsel and knowingly chose not to do so, and execute such release voluntarily with the intention of fully and finally extinguishing all disputes between the parties hereto.

Borrower acknowledges that it is relying on no written or oral agreement, representation or understanding of any kind made by any Lenders or any employee, attorney or agent of any Lender.

8. Effect of Agreement. On and after the date hereof, each reference to the Loan Agreement in the Loan Agreement or in any other document shall mean the Loan Agreement as amended by this Agreement. Except as expressly provided hereunder, the execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power, or remedy of either Lender, nor constitute a waiver of any provision of the Loan Agreement. Except to the limited extent expressly provided herein, nothing contained herein shall, or shall be construed to (nor shall the Borrower ever argue to contrary): (a) modify the Loan Agreement or any other Operative Document, (b) modify, waive, impair, or affect any of the covenants, agreements, terms, and conditions thereof, or (c) waive the due keeping, observance and/or performance thereof, each of which is hereby ratified and confirmed by the Borrower. Borrower hereby ratifies, confirms, and reaffirms all terms and conditions of all security or other Collateral granted to the Lenders (including, without limitation, all accounts, inventory, equipment, investment

property, general intangibles and Intellectual Property, as defined in the Loan Agreement) and confirms that the indebtedness secured thereby includes, without limitation, the Obligations. The Borrower hereby acknowledges, confirms and agrees that the Collateral shall continue to secure the Obligations until such time as all Obligations have been repaid in full or converted into equity in the Borrower in accordance with the terms of this Agreement. Upon such time as all Obligations have been repaid in full or converted into equity in the Borrower in accordance with the terms of this Agreement, the Loan Agreement shall be terminated (except with respect to any survival provision expressly described therein, if any) and the Lenders shall release all liens securing Obligations under the Loan Agreement.

9. Representations and Warranties. Borrower hereby represents and warrants to Lenders that: (a) Borrower is a corporation duly organized, validly existing and in good standing under the laws of Delaware and is duly qualified and authorized to do business in the state(s) where Collateral is or will be located; (b) Borrower has the full corporate power, authority and legal right and has obtained all necessary approvals, agreements and given all notices to execute and deliver this Agreement, the New Warrants, and the applicable stock purchase agreement and perform the terms hereof and thereof; (c) there is no action, proceeding or claim pending or, insofar as Borrower knows, threatened against Borrower or any of its subsidiaries before any court or administrative agency which might have a materially adverse effect on the business, condition or operations of Borrower or such subsidiary; and (d) this Agreement, the New Warrants and the applicable stock purchase agreement have been duly executed and delivered by Borrower and constitute the valid, binding and enforceable obligations of Borrower.

10. Full Force and Effect. Except as amended above, the Loan Agreement remain in full force and effect.

11. Headings. Headings in this Agreement are for convenience of reference only and are not part of the substance hereof.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules.

13. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all of the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

14. Integration. This Agreement, together with the documents referred to in Section 6 hereof, constitute and contain the entire agreement of Borrower and Lenders with respect to their respective subject matters, and supercede any and all prior agreements, correspondence and communications.

15. Reimbursement. As required by the Loan Agreement, Borrower shall reimburse Lenders for legal fees (including, without limitation, those of GV's in-house counsel in the amount of \$3,500.00) and expenses incurred in connection with the negotiation and preparation of this Agreement and documents related thereto.

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CETACEAN NETWORKS, INC.

By: Debbie Davidson
Name: DEKKERS DAVIDSON
Title: CEO + PRESIDENT

GATX VENTURES, INC.

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

SILICON VALLEY BANCSHARES

By: _____
Name: _____
Title: _____

738 605.7

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CETACEAN NETWORKS, INC.

By: _____

Name: _____

Title: _____

GATX VENTURES, INC.

By: Robert J. Pomeroy, Jr.

Name: Robert J. Pomeroy, Jr.

Title: PRESIDENT

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

SILICON VALLEY BANCSHARES

By: _____

Name: _____

Title: _____

738605.7

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CETACEAN NETWORKS, INC.

By: _____

Name: _____

Title: _____

GATX VENTURES, INC.

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: Michael Trammack

Name: Michael Trammack

Title: Vice President

SILICON VALLEY BANCSHARES

By: _____

Name: _____

Title: _____

738605.7

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

CETACEAN NETWORKS, INC.

By: _____

Name: _____

Title: _____

GATX VENTURES, INC.

By: _____

Name: _____

Title: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

SILICON VALLEY BANCSHARES

By: *T Harris*

Name: *TODD HARRIS*

Title: *DIRECTOR OF FINANCIAL PLANNING*

738605.7