

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDA NETWORKS, INC.		09/03/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	VENTURE BANKING GROUP, A DIVISION OF GREATER BAY BANK N.A.
Street Address:	Three Palo Alto Square, Suite 150
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 12		
Property Type	Number	Word Mark
Serial Number:	78435191	ETHERPLUG
Serial Number:	78435178	ETHERRING
Serial Number:	78379058	ETHERNID
Serial Number:	78379057	ETHERDAX
Serial Number:	78379055	ETHERVIEW
Serial Number:	78194606	ETHERSLAM
Serial Number:	78194605	ETHERREACH
Serial Number:	78194604	ETHEREDGE
Serial Number:	78194603	ETHERTONE
Registration Number:	2614250	UAP 1000
Registration Number:	2614249	UAP 2000
Registration Number:	2608924	ANDA

CORRESPONDENCE DATA	
Fax Number:	(209)725-0803
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	

OP \$315.00 78435191

Phone: 2097225746
Email: lawrencecking@sbcglobal.net
Correspondent Name: Lawrence King
Address Line 1: King & King
Address Line 2: 510 W. 21st Street
Address Line 4: Merced, CALIFORNIA 95340

NAME OF SUBMITTER:	Lawrence King
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 3, 2004, by and between Venture Banking Group, a division of Greater Bay Bank N.A. ("Bank") and ANDA NETWORKS, 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, 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 other 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:

1274 Geneva Drive
Sunnyvale, CA 94089

Attn: Chief Financial Officer

ANDA NETWORKS, INC.

By:  _____

Title: President P. S. Q.

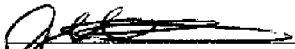
BANK:

Address of Bank:

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

Attn: Jason Hartmann

VENTURE BANKING GROUP, A DIVISION OF
GREATER BAY BANK N.A.

By:  _____

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

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>
Etherplug	78/435,191	06/15/04
Etherring	78/435,178	06/15/04
Ethernid	78/379,058	03/05/04
Etherdax	78/379,057	03/05/04
Etherview	78/379,055	03/05/04
Etherslam	78/194,606	12/14/02
Etherreach	78/194,605	12/14/02
Etheredge	78/194,604	12/14/02
Ethertone	78/194,603	12/14/02
UAP 1000	2,614,250	09/03/02
UAP 2000	2,614,249	09/03/02
ANDA	2,608,924	08/20/02

VBG/ANDA/ip.3