12-14-2004

102900897

12.10.04

FORM PTO-1594 RE(
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
TUT SYSTEMS INC

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

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State-Delaware
☐ Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 9/23/04

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

A. Trademark Application No.(s)	B. Trademark No.(s)
78/266414	2689427 ; 2535787 ; 2345558
74/573672	2518578 ; 2367647 ; 2519125
75/758119	2720019 ; 2184461 ; 2519126
75/758120	1916130 ; 2283642 ; 2486694
76/240989	2234754 ; 2832370 ; 2543008
	2330540 ; 2517167

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 22

7. Total fee (37 CFR 3.41): $565.00
☑ 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.

12/13/2004 DBYRNE 00000039 78266414
01 FC:8521 40.00 OP
02 FC:8522 525.00 OP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

12/6/04
Date

Tracy Walton

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 23 day of September, 2004 by and between **TUT SYSTEMS, INC.**, a Delaware corporation with its principal place of business at a 6000 SW Meadows Drive, Suite 200, Lake Oswego, Oregon 97035 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 4700 Carillon Point, Kirkland, Washington 98033 ("Lender").

RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of September 23, 2004 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 (as defined therein).

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 Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees 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 indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), under the Loan Agreement and related documents, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

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

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement or exclusive licenses of Intellectual Property Collateral to a licensor in or for a foreign territory or for a specific field of use;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and except as set forth in the Representations and Warranties Certificate, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any material Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which

shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection in the United States of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest subject to Permitted Liens (as defined in the Loan Agreement) and securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. 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 IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

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

(k) Except as permitted in the Loan Agreement, Grantor shall not enter into any agreement that materially impairs or conflicts with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Without the prior written consent of the Lender (which consent will 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 interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts;

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

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable 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 Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, 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 Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in the United States in all Intellectual Property Collateral, provided Grantor shall not be required to register any Intellectual Property Collateral that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's reasonable discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem reasonably necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without written notice to Grantor, with all appropriate jurisdictions, as Lender deems necessary, in order to perfect or protect Lender's interest in the Intellectual Property Collateral.

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

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches in any material respect any warranty or agreement made by Grantor in this IP Agreement.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any reasonable expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and 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 IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses, claims, obligations, demands, and liabilities arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP 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.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL

COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loan (provided, however, Lender shall use commercially reasonable efforts in obtaining such prospective transferee's or purchaser's agreement to the terms of this provision); (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

Signature Page Follows

EXECUTED on the day and year first written above.

Address of Grantor:

_____

_____

GRANTOR:

TUT SYSTEMS, INC.

By: _____

Name: Randall K. Gausman

Title: CFO

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated September 23, 2004.

EXHIBIT "A"

COPYRIGHTS — NONE

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

FIRST DATE COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	OF PUBLIC DISTRIBUTION

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

COPYRIGHT DESCRIPTION	DATE OF CREATION	FIRST DATE OF DISTRIBUTION	DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR	ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated September 23, 2004.

EXHIBIT "B"

PATENTS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
See Attached.					

Title	Country	Reference #	Filed	Serial #	Status
Measuring QoS Parameters of Networks Delivering Real-Time MPEG Video	United States	TUT 2605	5/1/2003	10/428,698	PENDING
Measuring QoS Parameters of Networks Delivering Real-Time MPEG Video	PCT	TUT 2605WO	2/17/2004	PCT/US2004/04665	PENDING
Method and Apparatus for Conducting a Video Conference	United States	TUT 2606	10/29/2003	10/697,512	PENDING
Demultiplexing a Statistically Multiplexed MPEG Transport Stream into CBR Single Program Transport Streams	United States	TUT 2646	3/23/2000	09/535,676	PENDING
Demultiplexing a Statistically Multiplexed MPEG Transport Stream into CBR Single Program Transport Streams	Japan	TUT 2646JP	3/9/2001	2001-67030	PENDING
Demultiplexing a Statistically Multiplexed MPEG Transport Stream into CBR Single Program Transport Streams	South Korea	TUT 2646KR	3/22/2001	2001-001490	PENDING
Rate Control with Picture-Based Lookahead Window	United States	TUT 2654	12/10/2002	10/316,483	PENDING
Rate Control with Picture-Based Lookahead Window	PCT	TUT 2654WO	12/9/2003	PCT/US2003/039184	PENDING
Compressed Video and Audio Transport Stream Multiplexer	Europe (EPC)	TUT 2655EP	1/26/1999	99300552.9	PENDING
Resource Constrained Routing in Active Networks	Japan	TUT 2656JP	5/2/2000	2000-133647	PENDING
SONET Path/ATM Physical Layer Transmit/Receive Processor	South Korea	TUT 2688KR	10/24/1997	97-54765	PENDING
System for Network Transcoding of Multimedia Data Flow	China	TUT 2692CN	11/12/1999	99123596.7	PENDING
System for Network Transcoding of Multimedia Data Flow	Europe (EPC)	TUT 2692EP	11/12/1999	99309035.6	PENDING
System for Network Transcoding of Multimedia Data Flow	Japan	TUT 2692JP	11/5/1999	11-315624	PENDING
System for Network Transcoding of Multimedia Data Flow	South Korea	TUT 2692KR	11/12/1999	99-50206	PENDING
Refining a Pixel-based Segmentation Mask Derived by Upsampling a Block-Based Segmentation Mask	Japan	TUT 2694JP	5/30/2001	2001-163050	PENDING

Title	Country	Reference #	Filed	Serial #	Status
Rate and Delivery Time Multiplexing for Bandwidth Optimization	United States	TUT 2695	7/14/2000	09/616,109	PENDING
Rate and Delivery Time Multiplexing for Bandwidth Optimization	Europe (EPC)	TUT 2695EP	7/10/2001	1305956.3	PENDING
Local Area Network Amplifier for Twisted Pair Lines	Japan	TUT 3045JP P002JPN	5/3/1993	520274/93	PENDING
Local Area Network Amplifier for Twisted Pair Lines	Singapore	TUT 3045SG P002SIN	5/3/1993	96076401	PENDING
EMI Suppression Coding	Singapore	TUT 3050SG P007SIN	9/29/1993	9607615-3	PENDING
Flat Cable to Flat Parallel Wire Cable	France	TUT 3056DE P0013FRG	1/15/1996	P4495133.7	PENDING
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Brazil	TUT 3067BR P025BR	7/9/1998	PI-9812186-3	PENDING
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Canada	TUT 3067CA P025CA	3/8/2000	2303324	PENDING
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Europe	TUT 3067EP P025EP	7/9/1998	98934476.7	PENDING
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Hong Kong	TUT 3067HK P025HK	10/19/2000	106634.9	PENDING
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Singapore	TUT 3067SGD1 P025SGD	7/9/1998	200201365-4	PENDING
Method and Apparatus for Detecting Collisions on a Network	Europe	TUT 3069EP P027EP	7/9/1998	98935617.5	PENDING
Method and Apparatus for Detecting Collisions on a Network	Hong Kong	TUT 3069HK P027HK	4/18/2000	102311.8	PENDING
Method and Apparatus for Detecting Collisions on a Network	Japan	TUT 3069JP P027JP	7/9/1998	515503/99	PENDING
Method and Apparatus for Dynamically Varying the Noise Sensitivity of a Receiver	United States	TUT 3072 P030	9/15/1998	09/153,811	PENDING
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Canada	TUT 3077CA P035CA	4/30/1999	2309035	PENDING
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Europe	TUT 3077EP P035EP	4/30/1999	99920241.9	PENDING

Title	Country	Reference #	Filed	Serial #	Status
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Hong Kong	TUT 3077HK P035HK	4/30/1999	107652.4	PENDING
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Korea	TUT 3077KR P035KR	4/30/1999	99-7011024	PENDING
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Mexico	TUT 3077MX P035MX	4/30/1999	4173	PENDING
Method and Apparatus for Automatically Determining a Peak Voltage Level for a Data Signal Propagated on a Carrier Medium	United States	TUT 3078 P036	9/15/1998	09/153,810	PENDING
System and Method for Managing Network Access	United States	TUT 3087 P045	11/15/2000	09/714,497	PENDING
System and Method for Managing Network Access	Europe	TUT 3087EP P045EP	8/14/2002	1900982.8	PENDING
System and Method for Managing Network Access	Japan	TUT 3087JP P045JP	1/8/2001	2001-552223	PENDING
System and Method for Managing Network Access	Taiwan	TUT 3087TW P045TW	1/12/2001	90100748	PENDING
A Method and System to Pre-Compile Configuration Information for a Data Communications Device	United States	TUT 3088 P046	8/31/2001	09/945,416	PENDING
A Method and System to Pre-Compile Configuration Information for a Data Communications Device	China	TUT 3088CN P046CN	8/31/2001	1818155.4	PENDING

Title	Country	Reference #	Filed	Serial #	Status
A Method and System to Pre-Compile Configuration Information for a Data Communications Device	Korea	TUT 3088KR	8/31/2001	2003-7003188	PENDING
Method and System Using a Port Mapper to IP Multicast Packets to Interested Ports	United States	TUT 3090 P048	7/31/2001	09/920,238	PENDING
Microkernel Architecture-Based Forwarder	United States	TUT 3091 P049	11/1/2001	10/002,440	PENDING
Automated Upgrading of RAM Data Structures	Canada	TUT 3093CA P051CA	2/6/2002	2,454,788	PENDING
Automated Upgrading of RAM Data Structures	Europe	TUT 3093EP	2/6/2002	2,706,226	PENDING
A Method and System to Implement Policy-Based Network Traffic Management	United States	TUT 3094 P052	8/31/2001	09/945,445	PENDING
A Method and System to Implement Policy-Based Network Traffic Management	China	TUT 3094CN P052CN	8/31/2001	1818164.3	PENDING
A Method and System to Implement Policy-Based Network Traffic Management	Europe	TUT 3094EP	8/31/2001	1968389.5	PENDING
A Method and System to Implement Policy-Based Network Traffic Management	Korea	TUT 3094KR	8/31/2001	2003-7003189	PENDING
A Method and System to Implement Policy-Based Network Traffic Management	Singapore	TUT 3094SG	8/31/2001	200301259-8	PENDING
Multi-Drop VDSL	United States	TUT 3095 P053	1/30/2002	10/063,000	PENDING
Multi-Drop VDSL	EP	TUT 3095EP	10/2/2002	02806680-1	PENDING
Customer Premises Equipment Used in Multimedia Broadband Telecommunication	United States	TUT 3096 P054	1/22/2001	09/766,932	PENDING
Methods and Apparatus for MultiMedia Broadband Communication	United States	TUT 3097 P055	1/22/2001	09/767,016	PENDING
A Local Switch for a Broadband MultiMedia Telecommunications System	United States	TUT 3098 P056	1/22/2001	09/767,000	PENDING
Customer Premises Equipment Used in Multimedia Broadband Telecommunication	United States	TUT 3099 P057	1/22/2001	09/766,932	PENDING

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Network Monitor and Test Apparatus	Singapore	P001SIN	5/3/1993	9607640-1	64908	ISSUED
Balun	United States	P912	3/21/1985	06/715,129	4,717,896	ISSUED
Balun	United States	P912CIP	8/27/1987	07/109,348	4,800,341	ISSUED
Video/Network Interface Device Architecture	Europe	TUT 2627EP	6/14/2000	305046.5	1063595	ISSUED
Demultiplexing a Statistically Multiplexed MPEG Transport Stream into CBR Single Program Transport Streams	Europe	TUT 2646EP	3/9/2001	1301968.2	1137287	ISSUED
Compressed Video and Audio Transport Stream Multiplexer	United States	TUT 2655	1/27/1998	09/013,850	6,310,898	ISSUED
Resource Constrained Routing in Active Networks	United States	TUT 2656	5/4/1999	09/305,237	6,650,620	ISSUED
Optical Device Compensator	United States	TUT 2677	3/14/1989	07/323,055	4,868,895	ISSUED
Simple Coefficient Half-Bandwidth Digital Filter for Video Data Compression	United States	TUT 2678	7/6/1987	07/070,287	4,852,035	ISSUED
Simple Coefficient Half-Bandwidth Digital Filter for Video Data Compression	Japan	TUT 2678JP	7/6/1988	168662/88	2040154	ISSUED
Frame Format for Video Codec	United States	TUT 2679	7/6/1987	07/069,682	4,888,768	ISSUED
Multifunction Amplifier	Canada	TUT 2681CA	5/31/1998	568176	CA1259673	ISSUED
"Simple Code" Encoder/Decoder	United States	TUT 2682	9/28/1987	07/101,905	4,885,582	ISSUED
Adaptive Differential Pulse Code Modulation Video Encoder	United States	TUT 2683	11/20/1987	07/123,402	4,791,483	ISSUED
Tracking Modulation Limiter for Lasers	United States	TUT 2684	12/7/1987	07/129,617	4,757,508	ISSUED
Sonet/SDH Receiver Processor	United States	TUT 2686	12/20/1995	08/580,786	5,923,653	ISSUED
Highly Parallel Cyclic Redundancy Code Generator	United States	TUT 2687	10/6/1995	08/540,145	5,878,057	ISSUED
Highly Parallel Cyclic Redundancy Code Generator	Europe (EPC)	TUT 2687EP	9/27/1996	96307112.1	767539	ISSUED
SONET Path/ATM Physical Layer Transmit/Receive Processor	United States	TUT 2688	10/25/1996	08/736,074	6,041,043	ISSUED
SONET Path/ATM Physical Layer Transmit/Receive Processor	Europe (EPC)	TUT 2688EP	10/27/1997	97308322.3	838971	ISSUED
SONET Path/ATM Physical Layer Transmit/Receive Processor	Japan	TUT 2688JP	10/23/1997	9-291261	3303107	ISSUED

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Parallel Synchronous Header Correction Machine for ATM	United States	TUT 2689	2/24/1998	09/028,717	5,923,681	ISSUED
Parallel Synchronous Header Correction Machine for ATM	Europe (EPC)	TUT 2689EP	1/27/1999	99300611.3	938206	ISSUED
Parallel Synchronous Header Correction Machine for ATM	Japan	TUT 2689JP	2/16/1999	11-37817	3270966	ISSUED
Interactive Multimedia System	United States	TUT 2690	5/13/1996	08/649,889	6,404,811	ISSUED
Video Clock and Framing Signal Extraction by Transport Stream "Snooping"	United States	TUT 2691	2/11/1998	09/021,620	6,330,285	ISSUED
Video Clock and Framing Signal Extraction by Transport Stream "Snooping"	Europe	TUT 2691EP	1/26/1999	99300553.7	936,816	ISSUED
System for Network Transcoding of Multimedia Data Flow	United States	TUT 2692	11/13/1998	09/191,929	6,483,851	ISSUED
Data Resynchronization Between Modules Sharing a Common Clock	United States	TUT 2693	7/20/1999	09/357,649	6,744,833	ISSUED
Refining a Pixel-based Segmentation Mask Derived by Upsampling a Block-Based Segmentation Mask	United States	TUT 2694	5/31/2000	09/585,729	6,594,389	ISSUED
Network Monitor and Test Apparatus	United States	TUT 3044C1 P001C	1/12/1993	08/004,638	5,260,664	ISSUED
Local Area Network Amplifier for Twisted Pair Lines	United States	TUT 3045 P002	5/15/1992	07/883,358	5,191,300	ISSUED
Local Area Network Amplifier for Twisted Pair Lines	Europe	TUT 3045EP P002EPO	5/3/1993	93911004.5	640256	ISSUED
EMI Suppression Coding	United States	TUT 3050 P007	10/21/1992	07/964,508	5,283,807	ISSUED
EMI Suppression Coding	United Kingdom	TUT 3050GB P007GBR	9/29/1993	9505957.2	2285563	ISSUED
Network Monitor and Test Apparatus	United States	TUT 3052D1 P009DC	3/10/1994	08/208,914	5,347,225	ISSUED

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Network Monitor and Test Apparatus	United States	TUT 3053C1 P010D/C	4/28/1994	08/234,726	5,365,515	ISSUED
Flat Cable to Flat Parallel Wire Cable	United States	TUT 3056 P013	7/16/1993	08/092,721	5,379,005	ISSUED
Flat Cable to Flat Parallel Wire Cable	United States	TUT 3056C1 P0013C	10/11/1994	08/320,606	5,467,061	ISSUED
Flat Cable to Flat Parallel Wire Cable	United Kingdom	TUT 3056GB P013GBR	5/18/1994	9600477.5	2294620	ISSUED
Flat Cable to Flat Parallel Wire Cable	Hong Kong	TUT 3056HK P013HKG	1/20/1998	98100486.4	HK1001063	ISSUED
Flat Cable to Flat Parallel Wire Cable	Singapore	TUT 3056SG P013SIN	5/18/1994	9605490-3	68566	ISSUED
Enhanced Collision for Ethernet Network	United States	TUT 3058 P015	12/22/1993	08/172,489	5,450,594	ISSUED
Enhanced Collision for Ethernet Network	Singapore	TUT 3058SG P015SIN	2/22/1996	9603540-7	73381	ISSUED
EMI Suppression Coding	United States	TUT 3059 P016C	11/10/1993	08/150,451	5,422,919	ISSUED
Circuit for preventing base line wander of digital signals in a network receiver	United States	TUT 3060C1 P017C	1/30/1996	08/638570	5,812,597	ISSUED
Method & Apparatus for Time Dependent Data Transmission	United States	TUT 3064 P022	10/4/1995	08/538,847	5,696,790	ISSUED
Apparatus and Method for Selecting Different Communication Speeds on a Data Signal Line	United States	TUT 3066 P024	4/24/1997	08/845,560	5,930,312	ISSUED
Apparatus and Method for Selecting Different Communication Speeds on a Data Signal Line	United States	TUT 3066D1 P024D	8/26/1998	09/140,716	6,553,062	ISSUED
Apparatus and Method for Selecting Different Communication Speeds on a Data Signal Line	United Kingdom	TUT 3066GB P024UK	3/11/1998	9925084.7	2339659	ISSUED
Apparatus and Method for Selecting Different Communication Speeds on a Data Signal Line	United Kingdom	TUT 3066GBD1 P024UKD	3/11/1998	200969.4	2368251	ISSUED
Apparatus and Method for Selecting Different Communication Speeds on a Data Signal Line	Hong Kong	TUT 3066HK P024HK	7/18/2000	104379.3	1025203	ISSUED
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	United States	TUT 3067 P025	9/8/1997	08/925,205	5,963,595	ISSUED
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Australia	TUT 3067AU P025AU	7/9/1998	83987/98	746150	ISSUED

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	United States	TUT 3067D1 P025D	11/24/1998	09/199,113	6,246,718	ISSUED
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	South Africa	TUT 3067SA P025SA	9/4/1998	988107	988107	ISSUED
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Singapore	TUT 3067SG P025SG	7/9/1998	200001072-8	71407	ISSUED
Method and Apparatus for Encoding and Decoding a Bit Sequence for Transmission over POTS Wiring	Taiwan	TUT 3067TW P025TW	9/7/1998	87114824	NI-132484	ISSUED
Encoding/Detection Method for Digital Data	United States	TUT 3068 P026	7/23/1997	08/899,220	6,028,540	ISSUED
Method and Apparatus for Detecting Collisions on a Network	United States	TUT 3069 P027	9/8/1997	08/925,043	5,963,539	ISSUED
Method and Apparatus for Detecting Collisions on a Network	United States	TUT 3069C1 P027C	5/6/1999	09/307,258	6,381,213	ISSUED
Encoding/Detection Method for Digital Data Transmitter with a signal Having Multiple Levels	United States	TUT 3070 P028X	2/17/1998	09/024,883	6,031,472	ISSUED
Method and Apparatus for Installing a Software Upgrade Within a Memory Resource Associated with a Computer System	United States	TUT 3073 P031	11/9/1998	09/189,023	6,457,175	ISSUED
Method and Apparatus for Transmitting and Receiving a Symbol over POTS Wiring using a Multi-Cycle Waveform.	United States	TUT 3074 P032	9/15/1998	09/153,812	6,678,321	ISSUED
Method and Apparatus for Detecting Collisions on a Network Using Multi-Cycle Waveform Pulses	United States	TUT 3075 P033	9/15/1998	09/153,635	6,735,217	ISSUED
Method and Apparatus for the Secure Switching of a Packet within a Communications Network	United States	TUT 3076 P034	9/17/1998	09/156,570	6,289,015	ISSUED
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	United States	TUT 3077 P035	9/17/1998	09/156,573	5,982,741	ISSUED
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Australia	TUT 3077AU P035AU	4/30/1999	37786/99	757741	ISSUED

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Singapore	TUT 3077SG P035SG	4/30/1999	2002252-5	72473	ISSUED
Method and Apparatus for Automatically Reducing Cross-Talk between Wire Couple to a Common Network Device	Taiwan	TUT 3077TW P035TW	3/10/1999	88103691	NI-123286	ISSUED
Method and Apparatus for Detecting a Data Signal on a Carrier Medium	United States	TUT 3079 P037	9/15/1998	09/153,305	6,292,517	ISSUED
Filter Arrangement for Shaping a Pulse Propagated over POTS Wiring, and a Method of Manufacturing the Same	United States	TUT 3086 P044	12/2/1999	09/454,251	6,771,774	ISSUED
A Method for Using a Balanced Tree as an Efficient Base for a Routing Table	United States	TUT 3092 P050	1/18/2002	10/054,591	6,680,916	ISSUED
System and Method of Configuring a Remotely Managed Secure Network Interface	United States	TUT 3100 P058	7/14/1997	08/892,522	6,012,100	ISSUED
Initializing and Reconfiguring a Secure Network Interface	United States	TUT 3101 P059	7/14/1997	08/892,301	6,073,172	ISSUED
Initializing and Reconfiguring a Secure Network Interface	United States	TUT 3101D1 P059D	11/5/1999	09/435,014	6,496,858	ISSUED
Upgrading a Secure Network Connection	United States	TUT 3102 P060	7/14/1997	08/897,214	6,230,194	ISSUED

Title	Country	Reference #	Filed	Serial #	Patent #	Status
Apparatus and Method for Cryptographic Based License Management	United States	TUT 3103 P061	4/14/1999	09/291,918	6,557,105	ISSUED

Compressed Video and Audio Transport Stream Multiplexer	Schwartz, Mayer D.	Europe (EPC)	P074EP	
Resource Constrained Routing in Active Networks	Neogi, Raja	United States	P075	
Flow Control in Adaptive Pipelines	Neogi, Raja	United States	P076	
Rate Control with Picture-Based Lookahead Window	Van Dusen, Charles; Yu, Guoyao; Zhou, Zhi	United States	P077	NEW

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated September 23, 2004.

EXHIBIT "C"

TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS

See Attached

Title	Country	Reference #	Serial #	Patent #	Status
ASTRIA	Canada	TUT 2637CA	1086805		PENDING
CONSTANTSTREAM	United States	TUT 2763	78/266,414		PENDING
EXPRESSO	CTM - European Community	TUT 2910EU	1378900		PENDING
SILVER STREAK	United States	TUT 2904 T009	74/573,672		PENDING
HOMERUN	Korea	TUT 2906KR T014KR	99-43646		PENDING
TUT	United States	TUT 2914 T023	75/758,119		PENDING
Tut Systems	United States	TUT 2915 T024	75/758,120		PENDING
TUT MANAGEMENT SYSTEM	United States	TUT 2931 T041	76/240,989		PENDING

Title	Country	Reference #	Serial #	Patent #	Status
ASTRIA	United States	TUT 2637	78/031,731	2,689,427	REGISTERED
ASTRIA	CTM - European Community	TUT 2637EU	2028710	2028710	REGISTERED
ASTRIA	Korea	TUT 2637KR	40-2000-58145	566615	REGISTERED
AVEON	United States	TUT 2638	75/925,530	2,518,578	REGISTERED
QUALVIEW	United States	TUT 2639	78/008,585	2,720,019	REGISTERED
SILVERSTREAK	Switzerland	TUT 2902CH T006SUI	8736/1993.7	414,316	REGISTERED
SILVERSTREAK	United Kingdom	TUT 2902GB T006GBR	1,540,549	1,540,549	REGISTERED
SILVERSTREAK	Italy	TUT 2902IT T006ITA	MI93C 004925	674,816	REGISTERED
SILVERSTREAK	Japan	TUT 2902JP T006JPN	73716/93	3,200,760	REGISTERED
TUT SYSTEMS	United States	TUT 2903 T008	74/530,351	1,916,190	REGISTERED
HOMERUN	United States	TUT 2906 T014	75/165,243	2,234,754	REGISTERED
HOMERUN	Canada	TUT 2906CA T014CA	1,035,789	TMA 548932	REGISTERED
HOMERUN	CTM - European Community	TUT 2906EU T014CTM	1378868	1,378,868	REGISTERED
HOMERUN	Hong Kong	TUT 2906HK T014HK	16160/1999	B 1488/2002	REGISTERED
HOMERUN	Japan	TUT 2906JP T014JP	105684/99	4,512,895	REGISTERED
HOMERUN	Singapore	TUT 2906SG T014SG	T99/12852A	T99/12852A	REGISTERED
EXPRESSO	United States	TUT 2910 T019	75/282,693	2,330,540	REGISTERED
EXPRESSO	Canada	TUT 2910CA T019CA	1035466	TMA 563,533	REGISTERED
EXPRESSO (block letters)	Japan	TUT 2910JP T019JP	105685/99	4550929	REGISTERED
EXPRESSO	Korea	TUT 2910KR T019KR	99-43648	483,953	REGISTERED
EXPRESSO	Singapore	TUT 2910SG T019SG	T99/12851C	T99/12851C	REGISTERED
TUT	Canada	TUT 2914CA T023CA	1029801	TMA 553445	REGISTERED
TUT	United Kingdom	TUT 2914GB T023UK	2210361	2210361	REGISTERED
TUT	Japan	TUT 2914JP T023JP	103132/99	4439872	REGISTERED
TUT SYSTEMS and device	Canada	TUT 2915CA T024CA	1035467	TMA 553729	REGISTERED
TUT SYSTEMS AND DESIGN	CTM - European Community	TUT 2915EU T024CTM	1378835	1378835	REGISTERED
TUT SYSTEMS AND DESIGN	Hong Kong	TUT 2915HK T024HK	16162/1999	12346/2002	REGISTERED

Title	Country	Reference #	Serial #	Patent #	Status
TUT SYSTEMS & DESIGN	Japan	TUT 2915JP T024JP	105686/99	4427300	REGISTERED
TUT SYSTEMS & DESIGN	Korea	TUT 2915KR T024KR	99-43649	497468	REGISTERED
TYT SYSTEMS AND DESIGN	Singapore	TUT 2915SG T024SG	T99/12850E	T99/12850E	REGISTERED
IntelliPOP	United States	TUT 2917 T026	76/041,763	2,535,787	REGISTERED
IntelliPOP	CTM - European Community	TUT 2917EU T026CTM	1816388	1816388	REGISTERED
ONEWORLD	United States	TUT 2923 T033	75/559,120	2,367,647	REGISTERED
ONEWORLD	Australia	TUT 2923AU T033AU	658955	658955	REGISTERED
ONEWORLD	Benelux	TUT 2923BX T033BX	846558	574065	REGISTERED
ONEWORLD	Canada	TUT 2923CA T033CA	655,247	TMA 399,779	REGISTERED
ONEWORLD	Germany	TUT 2923DE T033DE	39516192.4	39516192	REGISTERED
ONEWORLD	Denmark	TUT 2923DK T033DK	3023/95	3715/95	REGISTERED
ONEWORLD	CTM - European Community	TUT 2923EU T033CTM	33928	33928	REGISTERED
ONEWORLD	Finland	TUT 2923FI T033FI	2399/95	142924	REGISTERED
ONEWORLD	France	TUT 2923FR T033FR	95/568164	95/568164	REGISTERED
ONEWORLD	Japan	TUT 2923JP T033JP	7-38769	4003817	REGISTERED
ONEWORLD	Norway	TUT 2923NO T033NO	952516	172154	REGISTERED
ONEWORLD	Sweden	TUT 2923SE T033SE	95-4688	308069	REGISTERED
FREEGATE	United States	TUT 2925 T035	75/055,768	2,184,461	REGISTERED
FREEGATE	Australia	TUT 2925AU T035AU	780951	780951	REGISTERED
FREEGATE	Canada	TUT 2925CA T035CA	820092	TMA483932	REGISTERED
FREEGATE	CTM - European Community	TUT 2925EU T035CTM	321166	321166	REGISTERED
FREEGATE	Japan	TUT 2925JP T035JP	8-89221	4192207	REGISTERED
ONEGATE	United States	TUT 2926 T036	75/242,059	2,283,642	REGISTERED
ONEGATE	Australia	TUT 2926AU T036AU	780952	780952	REGISTERED
ONEGATE	Canada	TUT 2926CA T036CA	892156	TMA 568,974	REGISTERED
ONEGATE	CTM - European Community	TUT 2926EU T036CTM	946111	946111	REGISTERED

Title	Country	Reference #	Serial #	Patent #	Status
ONEGATE	Japan	TUT 2926JP T036JP	85639/1998	4360049	REGISTERED
ONEGATE TO THE NET	Argentina	TUT 2927AR T037AR	2210833	1795479	REGISTERED
ONEGATE TO THE NET	Australia	TUT 2927AU T037AU	789698	789698	REGISTERED
ONEGATE TO THE NET	Canada	TUT 2927CA T037CA	1013105	TMA539247	REGISTERED
ONEGATE TO THE NET	CTM - European Community	TUT 2927EU T037CTM	1134360	1134360	REGISTERED
ONEGATE TO THE NET	Japan	TUT 2927JP T037JP	29949/1999	4433463	REGISTERED
ONEGATE TO THE NET	Mexico	TUT 2927MX T037MX	369946	621754	REGISTERED
ONEGATE TO THE NET	New Zealand	TUT 2927NZ T037NZ	307282	307282	REGISTERED
SIGNATURE SWITCH	United States	TUT 2929 T039	76/136,335	2,832,370	REGISTERED
MISC. DESIGN (PYRAMID LOGO)	United States	TUT 2930 T040	76/199,870	2,517,167	REGISTERED
VIA VIEW	United States	TUT 2932 T042	75/743,923	2,345,558	REGISTERED
VIAGATE	United States	TUT 2934 T044	75/743,993	2,519,125	REGISTERED
VIAWAY	United States	TUT 2935 T045	75/743,994	2,519,126	REGISTERED
VIAJET	United States	TUT 2936 T046	75/744,050	2,486,694	REGISTERED
VIAGATE TECHNOLOGIES AND DESIGN	United States	TUT 2937 T047	76/262,211	2,543,008	REGISTERED

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated September 23, 2004.

EXHIBIT "D"

MASK WORKS - None

MASK WORK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO.	STATUS

56120/888

845899.3