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05-03-2005

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

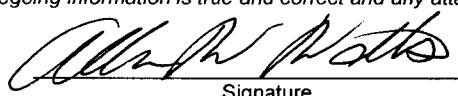
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>M2 Networks, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership-Delaware <input checked="" type="checkbox"/> Corporation - Delaware <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Pipkin Family Trust</u></p> <p>Internal Address: <u>c/o Belkin Corporation</u></p> <p>Street Address: <u>501 W. Walnut Street</u></p> <p>City: <u>Compton</u> State: <u>CA</u> Zip: <u>90220</u></p> <p><input type="checkbox"/> Individuals citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <u>Arizona - Non-Profit</u> <input checked="" type="checkbox"/> Other <u>Family Trust</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: <u>May 20, 2004</u></p>	
<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p>76/317,358 76/304,001 76/304,000</p>	<p>B. Trademark Registration No.(s)</p> <p>2,772,164 2,735,277</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Allan W. Watts</u></p> <p>Internal Address: <u>Bryan Cave LLP</u></p> <p><u>Suite 2200</u></p> <p>Street Address: <u>Two North Central Avenue</u></p> <p>City: <u>Phoenix</u> State: <u>AZ</u> Zip: <u>85004-4406</u></p>	<p>6. Total number of applications and registration involved: 5</p> <p>7. Total fee (37 CFR 3.41) \$ <u>140.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>02-4467</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

9. Statement and signature.
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.

Allan W. Watts  April 27, 2005
Name of Person Signing Signature Date

Number of pages including cover sheet, attachments, and document: 10

RECORDS SECTION 2005 APR 27 11 09 20

05/02/2005 BYRNE 00000102 76317358
01 FC:8521
02 FC:8522
505672.1

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

TRADEMARK
REEL: 003154 FRAME: 0170

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as May 20, 2004, is made by and among M2 Networks, Inc., a Delaware corporation ("Grantor"), the parties (each a "Secured Party" and, collectively, the "Secured Parties") named on the signature pages hereto and JAIC America, Inc., a California corporation, as collateral agent for the Secured Parties (the "Collateral Agent").

Grantor, Secured Parties and Collateral Agent hereby agree as follows:

Section 1. Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Collateral Agent" means JAIC America, Inc., as collateral agent under the Security Agreement.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of May 20, 2004 between Grantor, Collateral Agent, as collateral agent, and Secured Parties.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Section 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, including interest that accrues after the commencement by or against Grantor of any bankruptcy or insolvency proceeding naming Grantor as the debtor in such proceeding, Grantor hereby grants a security interest to Collateral Agent, as agent on behalf of the Secured Parties, in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future

infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not any Secured Party or Collateral Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Pari Passu Interests in the Collateral. Each Secured Party's interest in the Collateral shall be on a parity with the interests of all other Secured Parties, and the interest of each Secured Party in the Collateral shall be ratable in proportion to its Pro Rata Share.

Section 3. Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Parties under the Security Agreement. The rights and remedies of Secured Parties and Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

Section 4. Representations and Warranties. Grantor represents and warrants to Secured Parties that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

Section 5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Collateral Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Collateral Agent may record this Agreement, an abstract thereof, or any other document describing its and Secured Parties' interest in the Collateral with the PTO, at the expense of Grantor.

Section 6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to each Secured Party and Collateral Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Collateral Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Collateral Agent's or Secured Parties' continuing security interest in all Collateral, whether or not listed on Schedule A or B.

Section 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Parties, Collateral Agent and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

Section 8. Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed, sent or delivered to the respective parties hereto (in the case of Grantor) at or to its address, facsimile number or email address set forth below on the signature pages hereof or (in the case of the Secured Parties) at or to their respective addresses, facsimile numbers or email addresses set forth in the Security Agreement, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or five business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); (iii) sent by facsimile transmission; or (iv) sent by email.

Section 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

Section 10. Amendment; Conflict. No amendment to this Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Majority Note Holders and (in the case of any amendment) the Grantor; except that no amendment, waiver or consent shall, unless in writing and signed by the Collateral Agent in addition to the Majority Note Holders, affect the rights, obligations or duties of the Collateral Agent under this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Parties greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Parties under the Security Agreement.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

Section 12. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Parties shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Parties hereunder, including cancellation of this Agreement by written notice from Secured Parties to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

M2 Networks, Inc.

By:

[Handwritten Signature]

Name:

George Bondeur

Title:

President & CEO

SECURED PARTIES:

JAIC America, Inc.

as a Secured Party and as Collateral Agent

By:

Name:

Title:

Richard Wu

Signature

Jerry Beckwith

Signature

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

M2 Networks, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

JAIC America, Inc.
as a Secured Party and as Collateral Agent

By: [Signature] _____

Name: Richard Wu _____

Title: President & COO _____

Richard Wu

Signature

Jerry Beckwith

Signature

MAY-17-2004 MON 08:08 PM MAGIS NETWORKS

FAX NO. 8582688008

P. 05/08

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written

GRANTOR:

M2 Networks, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

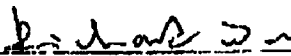
JAIC America, Inc.
as a Secured Party and as Collateral Agent

By: _____

Name: _____

Title: _____

Richard Wu



Signature

Jerry Beckwith

Signature

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FAX NO. 8582598908

P. 03

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

M2 Networks, Inc.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

JAIC America, Inc.
as a Secured Party and as Collateral Agent

By: _____


Name: _____

Title: _____

Richard Wu

Signature

~~Jerry Beckwith~~

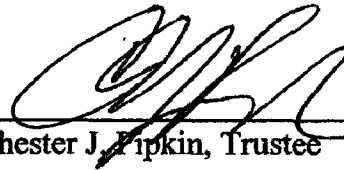


Signature

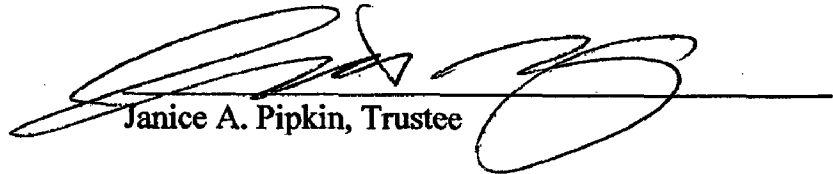
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

LENDERS:

The Pipkin Family Trust dated 10/6/89



Chester J. Pipkin, Trustee



Janice A. Pipkin, Trustee