

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Overture Networks, Inc.		11/02/2005	CORPORATION: NORTH CAROLINA

**RECEIVING PARTY DATA**

Name:	Intersouth Partners V, L.P.
Street Address:	406 Blackwell Street
Internal Address:	Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76567100	OVERTURE NETWORKS
Serial Number:	76567101	OVERTURE NETWORKS
Serial Number:	76567649	OVERTURE NETWORKS
Serial Number:	76567104	OVERTURE NETWORKS
Serial Number:	76571353	ALL SERVICES. ANY WIRE.
Serial Number:	78715932	EDGEAWARE
Registration Number:	2987898	ISG

**CORRESPONDENCE DATA**

Fax Number: (919)781-4865  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 919-781-4000  
 Email: rjones@wyrick.com  
 Correspondent Name: Robert T. Jones, Jr., Paralegal

OP \$190.00 76567100

Address Line 1: 4101 Lake Boone Trail  
Address Line 2: Suite 300  
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	12283.24
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/rtj/
Date:	11/02/2005

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of November 2, 2005, is hereby entered into by and among Overture Networks, Inc., a North Carolina corporation (the "*Borrower*"), the purchasers set forth on Exhibit A to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") (each, a "*Lender*" and sometimes collectively referred to herein as the "*Lenders*"), and Intersouth Partners V, L.P., as the representative of the Lenders (the "*Lender Representative*").

### RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Convertible Secured Promissory Notes (the "*Notes*") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the "*Collateral*"), executed in connection with the Loan and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "*Secured Obligations*"); provided, however, that "Secured Obligations" shall not include any obligations of Borrower to any respective Lender as equity holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all

amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

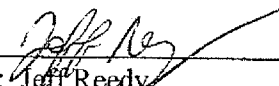
5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon Borrower and each of the Lenders.

*[Signature pages follow.]*

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

**BORROWER:**

OVERTURE NETWORKS, INC.

By:   
Name: Jeff Reedy  
Title: President

## SCHEDULE A

### INTELLECTUAL PROPERTY

#### Trademarks and Service Marks:

Application No. 76/567,100 - **Overture Networks** – in Class 9  
Application No. 76/567,101 - **Overture Networks** – in Class 42  
Application No. 76/567,649 - **Overture Networks** – in Class 9  
Application No. 76/567,104 - **Overture Networks** – in Class 42  
Application No. 76/571,353 - **All Services. Any Wire.** – in Class 38 and Class 42  
Application No. 78/715,932 - **EDGEAware** – in Class 9  
Registration No. 2,987,898 - **ISG** – in Class 9

#### Patents:

- **“Automatic Adjustment of Buffer Depth for the Correction of Packet Delay Variation”**  
U.S. Patent Number 6,757,292 issued June 29, 2004.
- **“Use of a Circular Buffer to Assure In-Order Delivery of Packets”**  
U.S. Patent Number 6,741,603 issued May 25, 2004.
- **“Measurement of Packet Delay Variation”**  
U.S. Patent Number 6,728,209 issued April 27, 2004.
- **“Flexible Mapping of Circuits Into Packets”**  
U.S. Patent Number 6,768,748 issued July 27, 2004.
- **“Dynamic Control of a Phase-Locked Loop”**  
U.S. Patent Number 6,531,926 issued March 11, 2003.
- **“Command Line Interface with Indications of Network Element Status”**  
U.S. Patent Application Serial Number 10/266,909 filed on October 8, 2002, and published April 8, 2004.
- **“Protected Switching Ring”**  
U.S. Patent Number 6,928,050 issued August 9, 2005.
- **“Apparatus and Method for Rapid Detection of Unidirectional Breaks in a Network Ring”**  
Continuation In Part (CIP) of U.S. Patent Number 6,928,050. Filed May 10, 2005, published September 15, 2005.

- **“Multipoint Protected Switching Ring”**  
Continuation In Part (CIP) of U.S. Patent Number 6,928,050. Filed July 13, 2005.