

**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
APERTO NETWORKS, INC.		01/06/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Venture Banking Group, a division of Greater Bay Bank N.A.
Street Address:	Three Palo Alto Square
Internal Address:	Suite 150
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94306
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2513446	PACKETWAVE
Registration Number:	2760890	APERTO NETWORKS
Registration Number:	2583987	OPTIMALINK
Registration Number:	2545411	RAPIDBURST
Registration Number:	2641693	SERVICEQ
Registration Number:	2896291	WAVECENTER
Registration Number:	2869925	APERTO NETWORKS

CORRESPONDENCE DATA

Fax Number: (209)725-0803  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (209) 722-5746  
 Email: lawrencecking@sbcglobal.net  
 Correspondent Name: Lawrence King  
 Address Line 1: King & King

OP \$190.00 2513446

Address Line 2: 510 W. 21st Street  
Address Line 4: Merced, CALIFORNIA 95340

NAME OF SUBMITTER:	Lawrence King
Signature:	/Lawrence King/
Date:	01/18/2006

Total Attachments: 6  
source=APERTOip#page1.tif  
source=APERTOip#page2.tif  
source=APERTOip#page3.tif  
source=APERTOip#page4.tif  
source=APERTOip#page5.tif  
source=APERTOip#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 6, 2006 by and between Venture Banking Group, a division of Greater Bay Bank N.A. ("Bank") and APERTO NETWORKS, INC., a California 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 Second Amended and Restated Loan and Security Agreement dated as of May 16, 2003 (as amended, supplemented, or otherwise modified from time to time, the "Domestic Agreement"), and that certain Export-Import Bank Loan and Security Agreement dated as of May 16, 2003 (as amended, supplemented, or otherwise modified from time to time, the "Exim Agreement"). The Domestic Agreement, the Exim Agreement, and all related and supporting documents are referred to herein as the "Loan Documents." Capitalized terms used herein are used as defined in the Loan Documents.

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 Documents.

C. Pursuant to the terms of the Loan Documents, 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 its obligations under the Loan Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Documents and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the 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 any of the 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, or any of the 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.

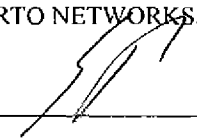
Address of Grantor:

1637 S. Main Street  
Milpitas, CA 95035

Attn: Chief Financial Officer

GRANTOR:

APERTO NETWORKS, INC.

By:  \_\_\_\_\_

Title: CFC \_\_\_\_\_

Address of Bank:

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

Attn: Jennifer Schellenberg

BANK:

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

By:  \_\_\_\_\_

Title: VP \_\_\_\_\_

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application Number	Registration/ Application <u>Date</u>
NONE.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Robust Topology Wireless Communication Using Broadband Access Points	09/540,674	3/31/2000
Adaptive Link Layer for Point to Multipoint Communication System	6,650,623 B1	11/18/2003
Adaptive Link Layer for Point to Multipoint Communication System	10/675,565	9/30/2003
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System	6,654,384 B1	11/25/2003
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System	10/719,891	11/21/2003
High-Capacity Scalable Integrated Wireless Backhaul for Broadband Access Networks	09/604,784	6/26/2000
Automatic Retransmission and Error Recovery for Packet Oriented Point-To-Multipoint Communication	6,636,488 B1	10/21/2003
Automatic Retransmission and Error Recovery for Packet Oriented Point-To-Multipoint Communication	10/688,080	10/17/2003
Protocol for Allocating Upstream Slots Over a Link in a Point-to-Multipoint Communication System	09/689,243	10/11/2000
Dynamic Wireless Link Adaptation	6,643,322 B1	11/4/2003
Dynamic Wireless Link Adaptation	6,947,479 B2	9/20/2005
Dynamic Wireless Link Adaptation	11/231,537	9/20/2005
Synchronized Plural Channels for Time Division Duplexing	09/664,029	9/19/2000
Scheduling For Links Having Changing Parameters	10/120,209	4/9/2002
Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]	09/620,826	7/21/2000
Integrated, Self-Optimizing, Multi-Parameter/Multi-Variable Point-to-Multipoint Communication System [II]	10/407,138	4/3/2003
Dynamic Link Parameter Control	6,819,657 B1	11/16/2004
Dynamic Link Parameter Control	10/990,332	11/16/2004
Robust Topology Wireless Communication Using Broadband Access Points (Patent Cooperation Treaty)	PCT/US01/10300	3/30/2001
Dynamic Wireless Link Adaptation (Patent Cooperation Treaty)	PCT/US01/29395	9/20/2001
Robust Topology Wireless Communication Using Broadband Access Points (Japan)	2001-573830	3/30/2001

Robust Topology Wireless Communication Using Broadband Access Points (Korea)	2002-7013009	3/30/2001
Robust Topology Wireless Communication Using Broadband Access Points (Europe)	01922916.0	3/30/2001
Robust Topology Wireless Communication Using Broadband Access Points (Australia)	2001249666	3/30/2001
Adaptive Link Layer for Point to Multipoint Communication System (Japan)	2001-550896	12/29/2000
Adaptive Link Layer for Point to Multipoint Communication System (Korea)	2002-7008596	12/29/2000
Adaptive Link Layer for Point to Multipoint Communication System (Australia)	24638/01	12/29/2000
Adaptive Wireless Link Layer Using a Point-to-Multipoint Channel (EPO Divisional)	05012985.7	12/29/2000
Self-Optimizing Multi-Variable Point to Multipoint Communication System (Japan)	2001-550927	12/29/2000
Self-Optimizing Multi-Variable Point to Multipoint Communication System (Korea)	2002-7008591	12/29/2000
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System (Europe)	00988429.7	12/29/2000
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System (Australia)	24639/01	12/29/2000
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System (Hong Kong)	03102467.7	12/29/2000
Integrated Self-Optimizing Multi-Parameter and Multi-Variable Point to Multipoint Communication System (Canada)	2,433,617	12/29/2000
High-Capacity Scalable Integrated Wireless Backhaul for Broadband Access Networks (Korea)	2002-7017737	6/26/2001
High-Capacity Scalable Integrated Wireless Backhaul for Broadband Access Networks (Europe)	01950539.5	6/26/2001
Dynamic Wireless Link Adaptation (Japan)	2002-528947	9/20/2001
Dynamic Wireless Link Adaptation (Korea)	2003-7004066	9/20/2001
Dynamic Wireless Link Adaptation (Europe)	01973248.6	9/20/2001
Dynamic Wireless Link Adaptation (Australia)	2001292848	9/20/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PACKETWAVE	2,513,446	11/27/2001
APERTO NETWORKS (Logo)	2,760,890	9/9/2003
OPTIMALINK	2,583,987	6/18/2002
RAPIDBURST	2,545,411	3/5/2002
SERVICEQ	2,641,693	10/29/2002
WAVECENTER	2,896,291	10/19/2004
APERTO NETWORKS ("the words")	2,869,925	8/3/2004
PACKETWAVE (Europe)	002551000	3/11/2003