

Form PTO-1594 (Rev. 07/05)
OMB Collection 0851-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MATISSE NETWORKS, INC. (Atty Ref.:44150-01)
339 N. BERNARDO AVE.
SUITE 110
MOUNTAIN VIEW, CA 94043

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: DELAWARE
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) MARCH 2, 2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MENLO VENTURES IX, L.P.

Internal Address: _____
Address: _____

Street Address: 3000 SAND HILL ROAD, BLDG 4, STE 100

City: MENLO PARK

State: CA

Country: USA Zip: 94025

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship DELAWARE
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/412,957
76/666,258
76/666,257

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: DAVID H. JAFFER

Internal Address: INTELLECTUAL PROPERTY GROUP

PILLSBURY WINTHROP SHAW PITTMAN LLP

Street Address: P.O. BOX 10500

City: MCLEAN

State: VA Zip: 22102

Phone Number: 650.233.4500

Fax Number: 703.770.7901

Email Address: judy.keeley@pillsbury.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03-3975

Authorized User Name DAVID H. JAFFER

9. Signature: 

March 5, 2007

Date

DAVID H. JAFFER/REG. NO. 32,243

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$90.00 033975 76412957

EXECUTION COPY**EXHIBIT C****INTELLECTUAL PROPERTY****AND EQUIPMENT SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT (this "Agreement") is made as of this 2nd day of March, 2007 by and among MATISSE NETWORKS, INC., a Delaware corporation ("Assignor"), those individuals and entities listed on the attached Schedule A ("Assignees") and Menlo Ventures IX, L.P., in its capacity as Collateral Agent (as defined below) on behalf of the Assignees.

RECITALS:

A. Assignees and Assignor are parties to the Secured Convertible Promissory Note and Warrant Purchase Agreement, of even date herewith (the "Purchase Agreement"), and certain other loan and security documents entered into in connection therewith (the "Loan Documents").

B. In order to induce Assignees to enter into the Purchase Agreement, Assignor has agreed to grant to the Collateral Agent for the ratable benefit of the Assignees a first priority security interest in certain intangible property for purposes of securing the obligations of Assignor to Assignees.

C. In order to induce Assignees to enter into the Purchase Agreement, Assignor has agreed to grant to the Collateral Agent for the ratable benefit of the Assignees a junior security interest in certain tangible property, subject to the first priority security interest of Lighthouse Capital Partners V, L.P. ("Lighthouse") granted as security for loans made to Assignor pursuant to that certain Loan and Security Agreement dated February 13, 2004 (the "Lighthouse Agreement"), for purposes of securing the obligations of Assignor to Assignees.

D. Assignees and Lighthouse are, concurrently with the execution of this Agreement, entering into an Intercreditor Agreement (the "Intercreditor Agreement") with regard to the loans evidenced by the Loan Documents and the financing of Investors to Assignor under the terms of the Purchase Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities of every kind and character owed to Assignees arising out of the Purchase Agreement and the Loan Documents (the "Obligations"), Assignor hereby grants a security interest and mortgage to the Collateral Agent for the ratable benefit of the Assignees, as security, in and to Assignor's entire right, title and interest in, to and under the following, whether now or hereafter existing, created, acquired or held (all of which shall collectively be called the "IP Collateral"):

(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 and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, proprietary information, customer lists, manufacturing techniques, formulas, know-how, product formulations, (inventions, whether or not patentable) and any and all intellectual property rights in computer software and computer software products, (collectively with the rights described in clause (c) of this Section, the "Industrial Property");

(c) Any and all design rights which may be available to Assignor;

(d) Any and 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 and all trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, all trade names, trade styles, designs, and the like, and all elements of package or trade dress of goods, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all licenses or other rights to use any of the Copyrights, Industrial Property, Patents or Trademarks, and all license fees and royalties arising from such use (collectively, the "Licenses");

(g) Any and all amendments, extensions, renewals and extensions of any of the Copyrights, Licenses, Industrial Property, Trademarks or Patents;

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

(i) 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. Junior Security Interest in Certain Equipment of Assignor. As collateral security for the prompt and complete payment and performance of all of the Obligations, Assignor hereby grants a security interest and mortgage, subject to the security interest of Lighthouse, to the Collateral Agent for the ratable benefit of the Assignees, as security, in and to Assignor's entire right, title and interest in, to and under the following, whether now or hereafter existing, created, acquired or held in the "Collateral" as such term is defined in the Lighthouse Agreement (all of

which shall collectively be called the "Equipment Collateral," and the IP Collateral and Equipment Collateral shall collectively be called the "Collateral").

3. Authorization and Request. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

4. Covenants and Warranties. Except as set forth in the Intercreditor Agreement, Assignor represents, warrants, covenants and agrees as follows:

(a) Assignor is a corporation, duly incorporated and in good standing under the laws of the State of Delaware. Assignor has the corporate power and authority necessary to conduct its business as presently conducted and to own the Collateral.

(b) Assignor is the sole and lawful owner of the Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business and except for Permitted Liens (as defined below), and has the right and power to grant the security interest in the Collateral granted under this Agreement;

(c) Performance of this Agreement does not conflict with or result in a material breach of any agreement to which Assignor is a party or by which Assignor is bound;

(d) During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Assignor in the ordinary course of business and for Permitted Liens;

(e) Each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(f) Assignor shall promptly advise the Collateral Agent of any material change in the composition of the IP Collateral, including but not limited to any subsequent ownership right of Assignor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Assignor shall at its expense (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii) use its diligent efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignees in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Collateral Agent upon the instruction of Assignees holding a majority in principal amount of the outstanding notes issued under the Purchase Agreement (the "Majority Holders"), which shall not be unreasonably withheld;

(h) During the term of this Agreement, in the event that Assignor determines to register any of Assignor's Copyrights, Assignor shall provide notice thereof to the Collateral Agent and shall, from time to time, execute and file such other instruments, and take such further actions as the Collateral Agent may request from time to time to perfect or continue the

perfection of the Collateral Agent's interest in the IP Collateral, at Assignor's sole expense in accordance with Section 8(a) hereof.

(i) Subject to the provisions of the Intercreditor Agreement, this Agreement creates, and in the case of after acquired IP Collateral, this Agreement will create at the time Assignor first has rights in such after acquired IP Collateral, in favor of the Collateral Agent a valid and perfected first priority security interest in the IP Collateral in the United States securing the payment and performance of the Obligations owed to Assignees upon making the filings referred to in clause (j) below, which security interest shall be first priority with regard to the IP Collateral and junior only to the lien securing the Lighthouse Obligations with regard to the Equipment Collateral;

(j) Except (i) as has been already obtained, no authorization or approval is required for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor and (ii) for, and upon, the filing with the Delaware Secretary of State of appropriate UCC-1 financing statements, and the filing with the United States Patent and Trademark office with respect to the Patents and the registered Trademarks and the Register of Copyrights with respect to registered Copyrights, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the perfection of the security interest granted hereby in the United States or the exercise by Assignees of their rights and remedies hereunder;

(k) All information heretofore, herein or hereafter supplied to Assignees by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects.

(l) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without the prior written consent of the Collateral Agent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Assignor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

(m) Upon any officer of Assignor obtaining knowledge thereof, Assignor will promptly notify the Collateral Agent in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Assignor or Assignees to dispose of any of the Collateral or the rights and remedies of Assignees in relation thereto, including the levy of any legal process against any of the Collateral.

"Permitted Liens" means (a) Liens (as defined below) for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (b) Liens of carriers, warehousemen, mechanics, materialmen, vendors, and landlords and other similar Liens imposed by law incurred in the ordinary course of business for sums not overdue more than 45 days or being contested in good faith, provided that adequate reserves for the payment thereof have been established in accordance with generally accepted accounting principals, (c) deposits under workers'

compensation, unemployment insurance and social security laws or to secure the performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases, or to secure statutory obligations of surety or appeal bonds or to secure indemnity, performance or other similar bonds in the ordinary course of business, (d) zoning restrictions, easements, rights-of-way, title irregularities and other similar encumbrances, which alone or in the aggregate are not substantial in amount and do not materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of Assignor, (e) banker's Liens and similar Liens (including set-off rights) in respect of bank deposits, (f) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties and in connection with the importation of goods in the ordinary course of Assignor's business, (g) Liens on the property or assets of any subsidiary of Assignor in favor of Assignor, (h) purchase money Liens that will be discharged upon Assignor's payment of the purchase price for the applicable property, to the extent such Liens relate solely to the property so purchased, and (i) Liens of Lighthouse Capital created pursuant to each of (A) the Lighthouse Agreement and (B) that certain Intellectual Property Security Agreement by and between Assignor and Lighthouse, and certain of its affiliates, of even date herewith.

"Lien" means any mortgage, deed of trust, pledge, hypothecation, assignment for security, security interest, encumbrance, levy, lien or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title retention agreement, any lease in the nature of a security interest, and the filing of any financing statement (other than a precautionary financing statement with respect to a lease that is not in the nature of a security interest) under the Uniform Commercial Code or comparable law of any jurisdiction.

5. Assignees' Rights. The Collateral Agent shall have the right, but not the obligation, to cause to be taken, at Assignor's sole expense, any actions that Assignor is required under this Agreement to take but which Assignor fails to take. Assignor shall reimburse and indemnify the Collateral Agent for all reasonable costs and expenses incurred in the reasonable exercise of its rights under this Section 5.

6. Inspection Rights. Assignor hereby grants to the Collateral Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Assignor, and any of Assignor's and its subcontractors' facilities, and to inspect the products and quality control records relating thereto upon reasonable notice to Assignor and as often as may be reasonably requested; provided, however, nothing herein shall entitle the Collateral Agent access to Assignor's trade secrets and other proprietary information.

7. Appointment of Collateral Agent. The Assignees hereby appoint Menlo Ventures IX, L.P. as collateral agent for the Assignees under this Agreement (the "Collateral Agent") to serve from the date hereof until the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Collateral Agent may be removed or replaced with the written consent of the Majority Investors.

8. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Assignor will, 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 Trademark Office and (if there are registered Copyrights) the United States Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Collateral Agent, to perfect the Collateral Agent's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Collateral Agent the grant or perfection of a security interest in all Collateral.

(b) Assignor hereby irrevocably appoints the Collateral Agent as Assignor's attorney in fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignees or otherwise, from time to time in Collateral Agent's discretion, to take any action and to execute any instrument which any of the Assignees may deem necessary or advisable to perfect or to give public notice of the security interest in the Collateral granted hereunder or, during the continuance of an Event of Default (as defined in Section 9 hereof), to exercise rights and remedies with respect to the Collateral, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor 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, relative to any of the Collateral without the signature of Assignor where permitted by law; and

(iii) Upon an Event of Default, to execute and file any documents and to take any actions deemed necessary or appropriate by Assignees to cause the Collateral to be assigned or transferred to Assignees or any purchaser of the Collateral at a foreclosure sale, and to cause title to any of the Collateral to be registered in the name of Assignees or any purchaser of the Collateral at a foreclosure sale.

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

(a) An Event of Default occurs under the Purchase Agreement; or

(b) Assignor breaches any warranty or agreement made by Assignor in this Agreement in any material respect and in the case of a breach of a covenant, such breach remains uncured for a period of thirty (30) days.

10. Remedies. Upon the occurrence of an Event of Default, Collateral Agent upon the instruction of the Majority Holders and in accordance with the terms of the Intercreditor Agreement, shall have the right (a) to declare all Obligations owed to Assignees immediately due and payable, (b) to exercise any rights and remedies Assignees may have under this Agreement, any of the Loan Documents, other documents regarding any of the Obligations, or applicable law, and (c) to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignees have a security interest and to make it available to Assignees at a place designated by Assignees. The Collateral Agent shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit the Collateral Agent to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including attorneys' fees) incurred by the Collateral Agent in connection with the exercise of any of the Collateral Agent's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Collateral Agent's rights and remedies with respect to the Collateral shall be cumulative. Notwithstanding any other provision of this Agreement, each Assignee agrees with each other Assignee it will not seek to exercise remedies alone arising from or as a result of an Event of Default under this Section with regard to the Collateral but will seek to exercise remedies, subject to the Intercreditor Agreement, through the Collateral Agent subject to the instructions of the Majority Holders.

11. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignees and the Collateral Agent and any of their 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 Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignees as a result of or in any way arising out of, following or consequential to transactions between Assignees or the Collateral Agent, on the one hand, and Assignor, on the other, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of the Collateral Agent's or an Assignee's gross negligence or willful misconduct.

12. Termination. At such time as Assignor shall completely satisfy all of the Obligations in full, the Collateral Agent, on behalf of the Assignees, shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to terminate Assignees' security interest in the Collateral hereunder, subject to any disposition thereof which may have been made by Assignees or the Collateral Agent pursuant hereto and, upon delivery of the above to Assignor, this Agreement shall be terminated.

13. 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.

14. Attorneys Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

15. Amendments. This Agreement may be amended only by a written instrument signed by all parties hereto; provided, however, that this Agreement may be amended without the consent of any other party to substitute as the Collateral Agent hereunder any person who after the date of this Agreement succeeds Menlo Ventures IX, LP as the Collateral Agent pursuant to Section 7 hereof, and such amendment shall become effective and binding on the other parties hereto upon the execution by such successor Collateral Agent in such capacity of a signature page to this Agreement and delivery of such page to the Borrower Assignor, whereupon the predecessor Collateral Agent shall be discharged as a party to this Agreement.

16. Counterparts. This 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.

17. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

18. Entire Agreement. This Agreement, the Schedules and Exhibits hereto, and the documents and instruments and other agreements among the parties hereto referenced herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, including but not limited to the Intellectual Property and Equipment Security Agreement by and among the Assignor, certain individuals, and Menlo Ventures IX, L.P. dated as of January 13, 2006.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


MATISSE NETWORKS, INC., a Delaware corporation

By 
 Its CEO.

ASSIGNEES


PACVEN WALDEN VENTURES V, L.P.

By: Pacven Walden Management V Co., Ltd.

X By 
Andrew Kam, as attorney in fact for Lip-Bu Tan,
Director


PACVEN WALDEN VENTURES PARALLEL
V-A C.V.

By: Pacven Walden Management V Co., Ltd.

X By 
Andrew Kam, as attorney in fact for Lip-Bu Tan,
Director


PACVEN WALDEN VENTURES PARALLEL
V-B C.V.

By: Pacven Walden Management V Co., Ltd.

X By 
Andrew Kam, as attorney in fact for Lip-Bu Tan,
Director

PACVEN WALDEN VENTURES V
ASSOCIATES FUND, L.P.

By: Pacven Walden Management V Co., Ltd.

X By 
Andrew Kam, as attorney in fact for Lip-Bu Tan,
Director

MATERS NETWORK, INC.
INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT (2007 BRIDGE)
SIGNATURE PAGE

TRADEMARK

PACVEN WALDEN VENTURES V-QP
ASSOCIATES FUND, L.P.

By: Pacven Walden Management V Co., Ltd.


Andrew Kan, as attorney in fact for Lip-Bu Tan,
Director

MATRIX NETWORKS, INC.
INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT (2007 BRIDGE)
SIGNATURE PAGE

TRADEMARK

WOODSIDE FUND V, L.P.

By 

Its Managing Director

MATRISSE NETWORKS, INC.
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SIGNATURE PAGE

TRADEMARK

MENLO VENTURES IX, L.P.
MENLO ENTREPRENEURS FUND IX, L.P.
MENLO ENTREPRENEURS FUND IX(A), L.P.
MMEF IX, L.P.

BY: MV MANAGEMENT IX, L.L.C.
Their General Partner

By John W. Jarve
Managing Member

John W. Jarve
(Printed Name)

MONITOR VENTURE PARTNERS, L.P.
MONITOR VENTURE PARTNERS I, L.P.
MONITOR VENTURE MANAGERS FUND I, LLC

By Neal A. Bhadramkar
Managing Member

NEAL A. BHADRAMKAR
(Printed Name)

MATISSE NETWORKS, INC.
INTELLECTUAL PROPERTY AND EQUIPMENT SECURITY AGREEMENT (2007 BRIDGE)
SIGNATURE PAGE

TRADEMARK

COLLATERAL AGENT:

MENLO VENTURES IX, L.P.

BY: MV MANAGEMENT IX, L.L.C.
its General Partner

By John W. Jarve
Managing Member

John W. Jarve
(Printed Name)

Address: Menlo Ventures
3000 Sand Hill Road, #4-100
Menlo Park, CA 94025

Telephone: 650-854-8540
Facsimile: 650-854-7059
E-mail: john@menloventures.com

EXHIBIT B**SCHEDULE OF PATENTS**

Docket Number	Application Number	Filing Date	Patent Number	Issued Date	Status	Country	Title
5830000001	10/157,871	31-May-02	7,009,991	07-Mar-06	Granted	US	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000001	60/367,786	28-Mar-02			Expired	US	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000002	10/200,141	23-Jul-02	6,738,582	18-May-04	Granted	US	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000002	60/367,275	26-Mar-02			Expired	US	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000006	10/632,835	04-Aug-03			Published	US	ENHANCED RESERVATION BASED MEDIA ACCESS CONTROL FOR DYNAMIC NETWORKS AND SWITCH-FABRICS
5830000007	11/052,783	09-Feb-05			Published	US	OPTICAL RESERVATION-BASED NETWORK SWITCH FABRICS
5830000009	US03/09130	26-Mar-03			Expired	Patent Cooperation Treaty	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000010	US03/09129	26-Mar-03			Expired	Patent Cooperation Treaty	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000011	10/868,894	17-Jun-04			Published	US	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER

MATISSE NETWORKS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT (2007 BRIDGE)

B-1

US NW 700607216v3 (2) (2)

TRADEMARK

5830000012	2003-581391	26-Mar-02			Pending	Japan	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000013	2004-7015281	26-Mar-03	0639823	23-Oct-06	Granted	Korea	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000014	164037	26-Mar-03			Pending	Israel	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000015	03745598.7	26-Mar-03			Published	Europe	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000016	2003-581389	28-Mar-02			Pending	Japan	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000017	2004-7015282	26-Mar-03	0627445	15-Sep-06	Granted	Korea	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000018	164164	26-Mar-03			Pending	Israel	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000019	03745597.9	28-Mar-03			Published	Europe	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000020	2418/CHENP/04	26-Mar-03			Pending	India	RESERVATION-BASED MEDIA ACCESS CONTROLLER AND RESERVATION-BASED OPTICAL NETWORK
5830000021	2417/CHENP/04	26-Mar-03			Pending	India	SYNCHRONIZATION SYSTEM FOR ALL OPTICAL SLOTTED RING DYNAMIC NETWORKS
5830000023	PCT/US2005/021029	14-Jun-05			Published	Patent Cooperation Treaty	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER
5830000024	US06/01579	18-Jan-06			Published	Patent Cooperation Treaty	OPTICAL RESERVATION-BASED NETWORK SWITCH FABRICS

5830000025	60/787,226	30-Mar-06			Pending	US	COMPENSATION FOR DYNAMIC THERMAL EFFECTS IN FAST TUNABLE LASERS
5830000026	60/793,728	21-Apr-06			Pending	US	OPTICAL HUB
5830000029	2007-7001133	14-Jun-05			Pending	Korea	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER
5830000030		14-Jun-05			Pending	Japan	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER
5830000031	05760719.4	14-Jun-05			Pending	Europe	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER
5830000032	65/DELNP/2007	14-Jun-05			Pending	India	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER
5830000033					Unfiled	Israel	BURST MODE RECEIVER BASED ON CHARGE PUMP PLL WITH IDLE-TIME LOOP STABILIZER

MATISSE NETWORKS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT (2007 BRIDGE)

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TRADEMARK

EXHIBIT C

SCHEDULE OF TRADEMARKS

Docket Number	Trademark Name	Country	Trademark Status	Application Number	Filing Date	Allowance
5830000003	STORAGE SANS FRONTIERES	US	Abandoned	76/412,956	21-May-2002	15-Jul-2003
5830000004	MATISSE NETWORKS	US	Published	76/412,957	21-May-2002	23-Nov-2004
5830000005	MATISSE MESHED LINK	US	Abandoned	76/412,955	21-May-2002	23-Nov-2004
5830000008	NETWORKING SANS FRONTIERES	US	Abandoned	76/534,804	04-Aug-2003	03-Aug-2004
5830000022	MESHWAVE	US	Abandoned	76/641,271	21-Jun-2005	
5830000027	ETHERBURST	US	Pending	76/666,258	18-Sep-2006	
5830000028	MESHWAVE	US	Pending	76/666,257	18-Sep-2006	
5830000034	MESHWAVE	European Community	Unfiled			
5830000035	MESHWAVE	Japan	Unfiled			
5830000036	MESHWAVE	China	Unfiled			
5830000037	MESHWAVE	Australia	Unfiled			
5830000038	MESHWAVE	Canada	Unfiled			
5830000039	ETHERBURST	European Community	Unfiled			
5830000040	ETHERBURST	Japan	Unfiled			
5830000041	ETHERBURST	China	Unfiled			
5830000042	ETHERBURST	Australia	Unfiled			
5830000043	ETHERBURST	Canada	Unfiled			