

FORM PTO-1594 (Rev. 6-92) OMB No. 0261-0011 (exp. 4-94)

REC

10-18-1999

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents

101173197

attached original documents or copy thereof.

1. Name of conveying party(ies):

MAPLE TREE NETWORKS, INC.

Wrd. 10/8/99

- Individual(s), General Partnership, Corporation-State, Association, Limited Partnership, Other

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

3. Nature of conveyance:

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

Execution Date: 8-13-99

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL ZIP: 60018

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

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)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

SEE SCHEDULE 1-A

B. Trademark Registration No.(s)

SEE SCHEDULE 1-A

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: LEGAL DEPT

COMDISCO

Street Address: ONE POST ST, # 2675

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/15/1999 DNGUYEN 00000301 75421566

DO NOT USE THIS SPACE

01 FC: 40.00 OP, 02 FC: 25.00 OP, 03 FC: 15.00 OP

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.

NANCY O'CONNOR

Name of Person Signing

Signature

10-4-99

Date

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

Mail documents to be recorded with required cover sheet information to:

Schedule 1A to Grant of Security Interest

Trademarks

<u>Mark</u>	<u>Registration Issued</u>	<u>Registration No.</u>
Mapletree Networks	January 1999	75/421566

Schedule 1B to Grant of Security Interest

Trademark Applications

<u>Mark</u>	<u>Registration Issued</u>	<u>Registration No.</u>
Universal Access Architecture		75/558623
Mapletree Networks Uniporte Architecture		outstanding to date.

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August ~~12~~¹³, 1999, is executed by Mapletree Networks, Inc., a Delaware corporation ("Debtor"), in favor of Comdisco, Inc., a Delaware corporation ("Secured Party").

A. Pursuant to a Subordinated Loan and Security Agreement, dated as of August 13, 1999 (the "Loan Agreement"), among Debtor and Secured Party, Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein.

B. Debtor has adopted, used and is using, or has a bona fide intent to use the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Pursuant to the Loan Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks now owned or hereafter acquired, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a second security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations, such security interest to be second to any outstanding initial Senior Debt, as defined in the Loan Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is: Comdisco, Inc.
Attention: Venture Group
6111 North River Road
Rosemont, Illinois 60018

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

MAPLETREE NETWORKS, INC.

By: Paul H. Corriveau

Name: Paul H. CORRIVEAU

Title: CFO

SCHEDULE 1A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark

Registration Issued

Registration No.

—

—

—

SCHEDULE 1B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark

Jurisdiction

Date Filed

Application No.