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02-23-2000

To the

U.S. Patent & TMO/Trade Mark Mail (Rcpt Dt. #26)

NOTIFICATION FORM COVER

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AERCE  
Office

and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A. f/k/a NationsBank, N.A.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Full Release of Lien  
(First Amendment to I.P. Security Agreement)  
(see attached copy)
- Merger
- Change of Name

Execution Date: January 27, 2000

2. Name and address of receiving party(ies)

Name: Xircom, Inc.

Internal Address: Xircom, Inc.

Street Address: 2300 Corporate Center Drive

City: Thousand Oaks State: CA ZIP: 91320

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- 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)

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached?  Yes  No

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

Name: Wendy Li

Internal Address: Donohoe, Jameson & Carroll, P.C.

Street Address: 1201 Elm Street

Suite 3400

City: Dallas State: TX ZIP: 75270

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

03/14/2000 10:00 AM 00000123 1956788

DO NOT USE THIS SPACE

01 FC:481 40.00 IP  
02 FC:482 25.00 IP

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.

Wendy Li

Name of Person Signing

[Signature]  
Signature

2/17/2000  
Date

Total number of pages including cover sheet, attachments, and document: 11

**Schedule A**

Annex B-1 is hereby amended by adding the following Trademarks

Nature of Interest (e.g. owner, licensee)	<u>Registered Trademark</u>	United States Registration No. (or Serial No.)	Registration (or Filing) Date
owner	SAFEJACK	1,956,788 (74/479,543)	February 13, 1996 (January 13, 1994)
owner	I-BAHN	75/059511	February 20, 1996

OMB No. 0651-0011 (exp. 4/94)  
MPO 1-22-98  
Tab settings 000

~~02-19-1998~~  
~~[Barcode]~~  
100638732

COVER SHEET  
ONLY

JAN 20 1998

To the Honorable Commis

Record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Xircom, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other First Amendment to Intellectual Property Security Agreement
- Merger
- Change of Name

Execution Date: December 30, 1997

2. Name and address of receiving party(ies)

Name: NationsBank of Texas, N.A.,  
as Administrative Lender

Internal Address: \_\_\_\_\_

Street Address: 901 Main Street, 67th Floor

City: Dallas State: TX ZIP: 75202

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other national banking association

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)

B. Trademark Registration No.(s)

See attached First Amendment to Intellectual Property Security Agreement

Additional numbers attached?  Yes  No

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

Name: Suzanne Beghtel

Internal Address: \_\_\_\_\_

Donohoe, Jameson & Carroll, P.C.

Street Address: 1201 Elm Street, Suite 3400

City: Dallas State: TX ZIP: 75270

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01/19/1998 VERSION 00000672 1956788  
01 FC:461 40.00  
02 FC:462 25.00

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.

Suzanne Beghtel  
Name of Person Signing

Suzanne Beghtel  
Signature

1-21-98  
Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002034 FRAME: 0283


FULL RELEASE OF LIEN

The undersigned, BANK OF AMERICA, N.A. f/k/a NATIONSBANK, N.A., a national banking association, as Administrative Agent ("Administrative Agent") declares that it was the true and lawful holder and owner of the indebtedness fully described in and secured by a lien in the Intellectual Property Security Agreement dated as of December 30, 1996, and financing statements filed pursuant thereto, from Xircom, Inc. to Administrative Agent, and recorded as the instruments listed on Schedule A hereto, to which reference is here made, and hereby acknowledges the payment in full of said indebtedness on or about January 27, 2000 and the satisfaction and discharge of said lien.

IN WITNESS WHEREOF subscribed on this 27th day of January, 2000.

BANK OF AMERICA, N.A.  
f/k/a/ NATIONSBANK, N.A.,  
as Administrative Agent

Attest:   
Assistant Secretary

By:   
Name: \_\_\_\_\_  
Title: ROBERT W. KOSCHE  
VICE PRESIDENT

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment"), dated as of December 30, 1997, is entered into between Xircom, Inc., a California corporation (the "Debtor") and NationsBank of Texas, N.A., a national banking association, as Administrative Agent (the "Administrative Agent"), for itself and each other lender a party to the Credit Agreement described below (singly, a "Secured Party" and collectively, the "Secured Parties").

**BACKGROUND**

The Debtor, the Secured Parties, and the Administrative Agent heretofore entered into that certain Credit Agreement, dated as of December 30, 1996, as amended by that certain First Amendment to Credit Agreement, dated as of June 27, 1997, and that certain Second Amendment to Credit Agreement dated as of September 29, 1997 (said Credit Agreement, as amended, the "Credit Agreement;" the terms defined in the Credit Agreement and not otherwise defined herein shall be used herein as defined in the Credit Agreement).

Pursuant to the Credit Agreement, the Debtor and the Administrative Agent entered into that certain Intellectual Property Security Agreement, dated as of December 30, 1996 (the "IP Security Agreement").

The Debtor and the Administrative Agent desire to amend the IP Security Agreement to reflect the acquisition of additional intellectual property.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are all hereby acknowledged, the Debtor and the Administrative Agent covenant and agree as follows:

1. **AMENDMENTS TO IP SECURITY AGREEMENT**

a. Annex A-1 is hereby amended by adding the following Patent:

<u>Nature of Interest</u> (e.g. owner, licensee)	<u>Registered</u> <u>Patent No.</u>	<u>Issue Date</u>	<u>Country of</u> <u>Issue</u>
Owner	5,411,405-"MINIATURE ELECTRICAL COMMUNICATIONS CONNECTORS"	May 2, 1995	U.S.

b. Annex A-2 is hereby amended in its entirety to read as follows:

Patent Applications

<u>Nature of Interest: (e.g. owner, licensee)</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Country of Application</u>
Owner	CIP Ser. No. 08/339,408 (CIP under Pat. No. 5,408,614) "Technique for Bootstrapping Executable Code to an Adapter"	November 14, 1994	U.S.
Owner	Ser. No. 08/791,758 "Ratiometric Compensated Optical Isolation Coupler"	January 29, 1997	U.S.
Owner	Ser. No. 08/804,488 "PC Card with Thermal Management"	June 23, 1997	U.S.
Owner	Ser. No. 08/910,942 "PCMCIA Card Frame Connector and Cover Assembly"	August 8, 1997	U.S.
Owner	Ser. No. 08/799,799 "Adaptable Communications Connectors" (continuation of Ser. No. 08/402,084)	February 13, 1997	U.S.
Owner	Ser. No. 08/402,084 "Adaptable Communications Connectors"	March 10, 1995	U.S.

c. Annex B-1 is hereby amended by adding the following Trademarks:

<u>Nature of Interest (e.g. owner, licensee)</u>	<u>Registered Trademark</u>	<u>United States Registration No. (or Serial No.)</u>	<u>Registration (or Filing) Date</u>
owner	SAFEJACK	1,956,788 (74/479,543)	February 13, 1996 (January 13, 1994)
owner	I-BAHN	75/059511	February 20, 1996

2. **REPRESENTATIONS AND WARRANTIES TRUE; NO EVENT OF DEFAULT.** By its execution and delivery hereof, the Debtor represents and warrants that, as of the date and after giving effect to the amendments contemplated by the foregoing Section 1:

a. the representations and warranties contained in the Credit Agreement and the other Loan Documents are true and correct on and as of the date hereof as if made on and as of such date;

b. no event has occurred and is continuing which constitutes a Default or an Event of Default;

c. the Debtor has full power and authority to execute and deliver this First Amendment and the IP Security Agreement, as amended hereby, the execution, delivery and performance of this First Amendment and the IP Security Agreement, as amended hereby, has been duly authorized by all corporate action of the Debtor, and this First Amendment and the IP Security Agreement, as amended hereby, constitute the legal, valid and binding obligations of the Debtor, enforceable in accordance with their respective terms, except as enforceability may be limited by applicable debtor relief laws and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law) and except as rights to indemnity may be limited by federal or state securities laws;

d. neither the execution, delivery and performance of this First Amendment or the IP Security Agreement, as amended hereby, nor the consummation of any transactions contemplated herein or therein, will contravene or conflict with any law, rule or regulation to which the Debtor or any of its Subsidiaries is subject, or any indenture, agreement or other instrument to which the Debtor or any of its Subsidiaries or any of their respective property is subject; and

e. no authorization, approval, consent, or other action by, notice to, or filing with, any governmental authority or other person (including the Board of Directors of the Debtor or any Guarantor), is required for the (i) execution, delivery or performance by the Debtor of this First Amendment and the IP Security Agreement, as amended hereby, or (ii) acknowledgement of this First Amendment by each Guarantor.

3. CONDITIONS OF EFFECTIVENESS. This First Amendment shall be effective as of December 30, 1997, subject to the following:

a. the Administrative Agent shall have received counterparts of this First Amendment acknowledged by each Lender;

b. the Administrative Agent shall have received counterparts of this First Amendment executed by the Debtor and acknowledged by each Guarantor; and

c. the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent and its counsel, such other documents, certificates and instruments as the Administrative Agent shall require.

4. REFERENCE TO THE IP SECURITY AGREEMENT.

a. Upon the effectiveness of this First Amendment, each reference in the IP Security Agreement to "this Agreement," "hereunder," or words of like import shall mean and be a reference to the IP Security Agreement, as amended by this First Amendment.

b. The IP Security Agreement, as amended by this First Amendment, and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

5. **GUARANTOR'S ACKNOWLEDGEMENT.** By signing below, each of the Guarantors (a) acknowledges, consents and agrees to the execution, delivery and performance by the Debtor of this First Amendment and (b) acknowledges and agrees that its obligations in respect of its Subsidiary Guaranty are (i) not released, diminished, waived, modified, impaired or affected in any manner by this First Amendment, (ii) hereby ratified and confirmed and (iii) not subject to any claims, offsets, defenses or counterclaims.

6. **COSTS, EXPENSES AND TAXES.** The Debtor agrees to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, reproduction, execution and delivery of this First Amendment and the other instruments and documents to be delivered hereunder (including the reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent with respect thereto and with respect to advising the Administrative Agent as to its rights and responsibilities under the IP Security Agreement, as amended by this First Amendment).

7. **EXECUTION IN COUNTERPARTS.** This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

8. **GOVERNING LAW: BINDING EFFECT.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas and shall be binding upon the Debtor, the Administrative Agent and each Lender and their respective successors and assigns.

9. **HEADINGS.** Section Headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

**10. NO NOVATION. THE EXECUTION, DELIVERY AND EFFECTIVENESS OF THIS FIRST AMENDMENT SHALL NOT DISCHARGE OR RELEASE THE LIEN OR PRIORITY OF THE IP SECURITY AGREEMENT. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS A SUBSTITUTION OR NOVATION OF ANY COLLATERAL DOCUMENTS (AS SUCH TERM IS DEFINED IN THE CREDIT AGREEMENT) OR THE LIENS GRANTED THEREBY, ALL OF WHICH SHALL CONTINUE AND REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS MODIFIED HEREBY, OR BY INSTRUMENTS EXECUTED CONCURRENTLY HEREWITH.**

**11. ENTIRE AGREEMENT. THE IP SECURITY AGREEMENT, AS AMENDED BY THIS FIRST AMENDMENT, AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT**



**BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR  
SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES.**

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

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

DEBTOR:

XIRCOM, INC., a California corporation

By: *R. Holliday*  
Name: *Russell H. Holliday*  
Title: *General Counsel*

ADMINISTRATIVE AGENT:

NATIONSBANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

SUMITOMO BANK OF CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

DEBTOR: XIRCOM, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT: NATIONS BANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: Timothy M. O'Connor  
Name: Timothy M. O'Connor  
Title: Vice President

ACKNOWLEDGED AND AGREED:

SUMITOMO BANK OF CALIFORNIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

DEBTOR: XIRCOM, INC., a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ADMINISTRATIVE AGENT: NATIONSBANK OF TEXAS, N.A., as Administrative Agent and as a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

SUMITOMO BANK OF CALIFORNIA

By:   
Name: MATTHEW VAN STEENHUYSE  
Title: VICE PRESIDENT



**UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D C 20231

APRIL 07, 1998

PTAS

DONOHUE, JAMESON & CARROLL, P.C.  
SUZANNE BEGHTEL  
1201 ELM STREET  
SUITE 3400  
DALLAS, TX 75270



\*100638732A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/22/1998

REEL/FRAME: 1688/0003  
NUMBER OF PAGES: 9

BRIEF: FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

ASSIGNOR:  
XIRCOM, INC.

DOC DATE: 12/30/1997  
CITIZENSHIP: CALIFORNIA  
ENTITY: CORPORATION

ASSIGNEE:  
NATIONSBANK OF TEXAS, N.A., AS  
ADMINISTRATIVE LENDER  
901 MAIN STREET  
67TH FLOOR  
DALLAS, TEXAS 75202

CITIZENSHIP:  
ENTITY: NATIONAL BANKING ASSOCIATION

APPLICATION NUMBER: 75059511  
REGISTRATION NUMBER:

FILING DATE: 02/20/1996  
ISSUE DATE:

MARK: I-BAHN  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

**TRADEMARK  
REEL: 002034 FRAME: 0293**

APPLICATION NUMBER: 74479543  
REGISTRATION NUMBER: 1956788

FILING DATE: 01/13/1994  
ISSUE DATE: 02/13/1996

MARK: SAFEJACK  
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SHIRLIE SIMON, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS