

6-21-05

06-23-2005

FORM PTO-1594

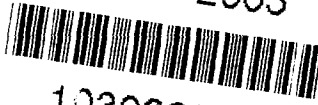
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U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



103026692

To the Honorable Commissioner of Patents and Trademarks: Please return original documents or copy thereof.

1. Name of conveying party(ies): **TELSIMA CORPORATION**

- 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
- Merger
- Change of Name

Execution Date: 03/23/2005

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

OFFICE OF PUBLIC RECORDS  
2005 JUN 21 AM 9:20  
FINANCE SECTION

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

A. Trademark Application No.(s)

B. Trademark No.(s)

76525817

2828243

76525818

2836840

Additional numbers attached?  Yes  No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

MARIBEL HIGAREDA

06/13/2005

Name of Person Signing

*Maribel Higareda*  
Signature

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

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

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

06/23/2005 E:COOPER 00000107 76525817

01 FC:8521

40.00 OP

02 FC:8522

75.00 OP

TRADEMARK  
REEL: 003184 FRAME: 0203

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 23 2005 by and between SILICON VALLEY BANK ("Bank") and TELSIMA 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 Loan and Security Agreement by and between Bank and Grantor of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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 Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other 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 the Loan Agreement or 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, the Loan Agreement or any of the other 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.

***[SIGNATURES APPEAR ON THE FOLLOWING PAGE]***

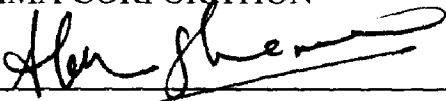
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

TELSIMA CORPORATION

Address of Grantor:

3945 Freedom Circle  
Santa Clara, CA 95054

  
\_\_\_\_\_

By: ALOK SHARMA

Name:

Title: CEO

**BANK:**

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

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

Name: Jean Lee

Title: Relationship Manager

**EXHIBIT A**

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

241599\_2.DOC SVB/TELSIMA (IP Sec Ag)  
March 22, 2005 4:37 PM

# EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Technique for updating a content Addressable memory	6,574,701	06/03/2003
Technique for updating a content Addressable memory	6,532,516	03/11/2003
Technique for polling data	10/179,294	06/26/2002
Technique for flexibility protecting Channels in a network	10/319,711	12/16/2002
Self-timed activation logic for memory	6,618,313	09/09/2003
Method and system to provide a global Integrated messaging services distribu- ted Network with personalized interna- tional roaming	6,603,837	08/05/2003
Scaleable transport of TDM channels In a synchronous frame	09/858,019	05/15/2001
Dynamic traffic management on a Shared medium	09/907,529	07/17/2001
Method and system to provide a global Integrated messaging services distribu- ted Network with personalized interna- tional roaming	09/955,423	09/09/2001
Method and system to provide a global Integrated messaging services distribu- ted Network with personalized interna- tional roaming	09/955,492	09/09/2001
Method and system to provide a global Integrated messaging services distribu- ted Network with personalized interna- tional roaming	09/955,431	09/10/2001
Method and system to provide a global Integrated messaging services distribu- ted Network with personalized interna- tional roaming	09/955,421	09/10/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OPTIFLOW	2,828,243	03/30/2004
OPTIVIEW	2,836,840	04/27/2004
TELSIMA	76/525,817	05/19/2003
INTERSIMA	76/525,818	05/01/2003