

10/17/05

10-19-2005

FORM PTO-1594

(Rev. 07/05)

OMB No. 0651-0027 (exp. 06/30/2008)

RECORD



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

TRA

103102663

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):

Bandwidth.com, Inc.

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

Additional name(s) of conveying parties attached?  Yes  No

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

Execution Date(s): 8/23/2005

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

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

Additional name(s) of conveying parties attached?  Yes  No

Name: Silicon Valley Bank  
Internal Address

Street Address: 3003 Tasman Drive

City Santa Clara  
State CA  
Country USA  
Zip 95054

- Association Citizenship
  - General Partnership Citizenship
  - Limited Partnership Citizenship
  - 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)  
78476669 78476620

B. Trademark Registration No.(s)  
2664707 2522317 2836111

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

Additional sheets attached?  Yes  No

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

Name: Silicon Valley Bank  
Internal Address: Loan Collateral HF154  
Street Address: 3003 Tasman Dr.  
City: Santa Clara State: CA ZIP: 95054  
Phone Number: (408) 654-4042  
Fax Number: (408) 654-6313  
Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$140.00  
 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  
Authorized User Name

9. Signature.

*Trisha Sedillo*  
Signature

10/11/05  
Date

Trisha Sedillo  
Name of Person Signing

Janice Chua

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

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

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01 FC:6521  
02 FC:6522

TRADEMARK  
REEL: 003236 FRAME: 0573

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 29, 2005 by and between SILICON VALLEY BANK ("Bank") and BANDWIDTH.COM, INC. ("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:**

Address of Grantor:

4001 Weston Parkway, Suite 100  
Cary, North Carolina 27513

BANDWIDTH.COM, INC.

By: 

Name: DAVID A MORKEN

Title: President

**BANK:**

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

SILICON VALLEY BANK

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

Name:

Title:

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:**

Address of Grantor:

4001 Weston Parkway, Suite 100  
Cary, North Carolina 27513

BANDWIDTH.COM, INC.

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

**BANK:**

Address of Bank:

3003 Tasman Drive  
Santa Clara, California 95054

SILICON VALLEY BANK

By:   
Name: DANIEL G. ALLRED  
Title: TEAM LEADER

**EXHIBIT A**

Copyrights

Description

n/a

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BUSINESS PROCESS patent for online, real time pricing & procurement of TIs.	No. 11/144,793	<del>11/14/05</del> 6/6/05

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BANDWIDTH.COM	2,664,707	12/17/02
CAPACITY FOR GREATNESS	2,522,317	12/25/01
UNITED VPN SERVICES	2,836,111	4/27/04
WIMAX	78-476,669	8/31/04
WI-MAX	78-476,620	8/31/04