

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADAPTIX, INC.		01/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BAKER COMMUNICATIONS FUND II, L.P.
Street Address:	540 Madison Avenue, 29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

Name:	BAKER COMMUNICATIONS FUND II (QP), L.P.
Street Address:	540 Madison Avenue, 29th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED PARTNERSHIP: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75724190	ADAPTIX

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-496-7543
 Email: nbouch@wsgr.com
 Correspondent Name: WSGR c/o NANCY BOUCH, SR. PARALEGAL
 Address Line 1: 650 PAGE MILL ROAD
 Address Line 2: FH 2-1 /P10

CH \$40.00 75724190

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 31214.007

NAME OF SUBMITTER: Nancy Bouch

Signature: /s/Nancy Bouch

Date: 02/09/2007

Total Attachments: 9

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Grant of Security Interest in Trademarks

GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Grant"), dated as of February 9, 2007, made by ADAPTIX, Inc., a Delaware corporation ("Grantor"), in favor of BAKER COMMUNICATIONS FUND II, L.P. and BAKER COMMUNICATIONS FUND II (QP), L.P., limited partnerships (collectively, the "Secured Parties").

WHEREAS, Grantor is the owner of the United States trademarks and service marks set forth in Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the "Trademarks") and all goodwill associated therewith; and

WHEREAS, pursuant to the Collateral Agreement, dated as of January 5, 2007, by the Grantor in favor of the Secured Parties (the "Agreement"), Grantor granted, assigned and conveyed to the Secured Parties a security interest in certain assets, including the Trademarks and the goodwill associated therewith and all products and proceeds of the foregoing (collectively, the "Trademark Collateral"); and

WHEREAS, pursuant to Section 4.2 of the Agreement, Grantor has agreed to execute and deliver to the Secured Parties this Grant for purposes of filing the same with the United States Patent and Trademark Office (the "PTO") to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to all applicable terms and conditions of the Agreement, which are incorporated by reference as if fully set forth herein, Grantor hereby grants, assigns and conveys to the Secured Parties a security interest in the Trademark Collateral, in each case, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest.

The parties intend that this Grant is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement, which govern the Secured Parties' interest in the Trademark Collateral. Grantor hereby acknowledges the sufficiency and completeness of this Grant to create the security interest in the Trademark Collateral for the Secured Parties, and Grantor hereby requests the PTO to file and record the same together with the annexed Schedule 1.

Grantor and the Secured Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Grant of Security Interest in Patents to be duly executed and delivered as of the date first above written.

ADAPTIX, INC.

By: 

Name: Timothy E. Montgomery

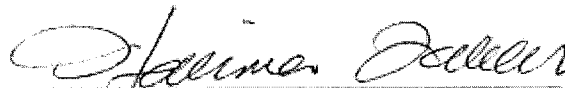
Title: Chief Financial Officer

STATE OF TEXAS)

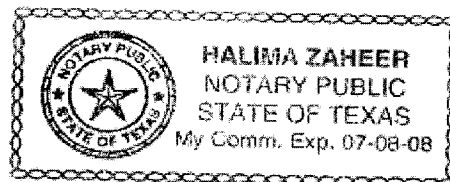
COUNTY OF Collin)

: ss.:)

On the 9 day of February, 2007, before me the undersigned, personally appeared TIMOTHY E MONTGOMERY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



Schedule 1
Trademark Collateral

ADAPTIX®

ADAPTIX
Intellectual Property Summary

Issued Patents

The following eleven patents have been issued to Adaptix by the US Patent and Trademarks Office (USPTO):

#	Reference	Status	Patent # Issue Date	Priority Date	Title
REDACTED					

Filed Patents

The following 33 patents have been filed by Adaptix and are pending action by the USPTO. Of these, P017US is allowed in the US and its issuance is imminent.

#	Reference	Status	Application	Priority Date	Title
REDACTED					

#	Reference	Status	Application	Priority Date	Title
REDACTED					

New Patents

The following three patents are currently in process and are expected to be filed with the USPTO as new applications:

#	Reference	Status	Application	Filing Date	Title
REDACTED					

Trademarks

The following information

Word Mark: ADAPTIX

Serial Number: 75724190

US Registration Number: 2621747

Status: registered, acquired from Ensemble Communications

Country	File Date	Registration Date	Case No.	Next Action
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REDACTED