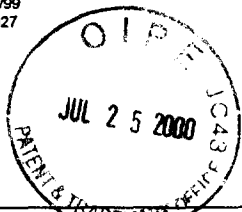


FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

08-28-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101444548

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New 17-25-00

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger Effective Date  
Month Day Year  
\_\_\_\_\_

Change of Name

Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name Speedera Networks, Inc. Execution Date  
Month Day Year  
05 22 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

#### Receiving Party

Mark if additional names of receiving parties attached

Name Hewlett-Packard Company

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 333 Logue Avenue, MS32

Address (line 2) \_\_\_\_\_

Address (line 3) Mountain View CA 94043

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Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/25/2000 DNGUYEN 00000251 200052 75873265

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01 FC:481 40.00 CH  
02 FC:482 325.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

REEL: 002129 FRAME: 0054

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

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<input type="text" value="76053658"/>	<input type="text" value="76052111"/>	<input type="text" value="7652102"/>
<input type="text" value="76052112"/>	<input type="text" value="78007955"/>	<input type="text" value="78007984"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

*David Adams*

Ted H. Sien

Name of Person Signing

*Ted H. Sien*

Signature

July 21, 2000

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
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OMB 0851-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

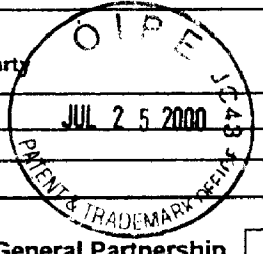
Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization



**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

78000340	78004284	78004281
78004278	78007947	




**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

Dated: May 22, 2000

**PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of May 22, 2000, is made by Speedera Networks, Inc., a Delaware corporation ("Speedera") in favor of Hewlett-Packard Company, a Delaware corporation ("HP").

**RECITALS**

A. Pursuant to that certain Convertible Secured U.S. \$10,000,000 Promissory Note of even date herewith by and among Speedera and HP (including all annexes, exhibits and schedules thereto, and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"), HP has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Speedera.

B. Pursuant to the Note and related agreements, Speedera is required to execute and deliver to HP, for the benefit of HP, this Patent, Trademark and Copyright Security Agreement.

**AGREEMENT**

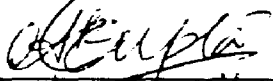
NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Speedera and HP hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Note shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the UCC to the extent the same are used or defined therein.
2. Grant of Security Interest in Intellectual Property Collateral. Speedera hereby grants to HP, for the benefit of HP, a continuing first priority security interest upon all of Speedera's right, title and interest in, to and under the property described in Schedule I, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral");

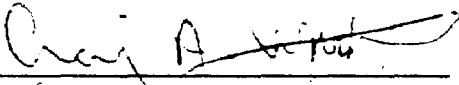
3. Incorporation of Note Security Provision. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to HP, for the benefit of HP, pursuant to the Note. Speedera hereby acknowledges and affirms that the rights and remedies of HP with respect to the liens granted under this Agreement are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

SPEEDERA NETWORKS, INC.,  
a Delaware corporation

By:   
Name: Ajit Gupta  
Title: President & CEO

HEWLETT-PACKARD COMPANY

By:   
Name: Craig A. White  
Title: HP VP

SCHEDULE I  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

INTELLECTUAL PROPERTY COLLATERAL

All right, title and interest of Speedera Networks, Inc. ("Speedera") now owned or hereafter acquired in and to the following:

- (1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the software described in Schedule II (collectively, the "Patents");
- (2) All copyrights, including all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or political subdivision thereof, relating to the software described in Schedule II (collectively, the "Copyrights");
- (3) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, relating to the software described in Schedule II, including any and all goodwill associated therewith (collectively, the "Trademarks");
- (4) All rights of Speedera under any written agreement with respect to the use of any Patents, Copyright, Trademark, trade secrets, or proprietary or confidential information, including rights or a licensee or licensor with respect thereto;

- (5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, operating and training manuals and customer lists with respect to any Patents, Copyrights, and Trademarks;
- (6) All Hewlett-Packard equipment and other equipment, including but not limited to all computer data communications and network control equipment, storage devices, software and firmware, and all additions, accessions, substitutions, attachments, improvements, repairs thereto, and all fixtures;
- (7) All accounts, contracts rights, inventory, general intangibles, chattel paper, documents, letter of credit rights, investment property, tax refund and insurance proceeds of Speedera; and
- (8) All products and proceeds of the foregoing.



SCHEDULE II  
to  
PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT

**(PART A)**  
**PATENTS**  
**(including Patent Applications)**

Docket No.	Country	Filing Date	Application No.	Patent No.	Title
4581	United States	11/22/99	60/106,906		W a n Traffic Management System and Method
4636	United States	12/16/99	60/172,303		Method for Scalable Domain Name System with Persistence and Latency
4878	United States	03/31/00	60/193,988		Method for Determining Latency Between Multiple Servers and a Client
4835	United States	03/10/00	60/188,142		Decrypting Load Balance Array
4882	United States	04/04/00	60/194,679		System and Method for Persistent Load Balancing Using Cookie Injection
	United States	05/16/00	60/204,914		Meta Content Delivery Network System

**(PART B)**  
**COPYRIGHTS**

**(including Copyright Applications)**

<b>Country</b>	<b>Description</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Application or Registration Date</b>
NONE				

**(PART C)**  
**TRADEMARKS**  
**(including Trademark Applications)**

<b>Country</b>	<b>Description</b>	<b>Serial or Application No.</b>	<b>Application Date</b>
United States	SPEEDERA	75/873265	12/16/99
United States	LOGO and SPEEDERA	76/052114	05/16/00
United States	SPEEDERA CDN	78/007986	05/13/00
United States	SPEEDERA CONTENT DELIVERY NETWORK	76/053658	05/19/00
United States	SPEEDERA GTM	76/052111	05/19/00
United States	SPEEDERA GLOBAL TRAFFIC MANAGEMENT	76/052102	05/19/00
United States	SPEEDERA STREAMING	76/052112	05/19/00
United States	SPEEDERA UDN	78/007955	05/12/00
United States	SPEEDERA UNIVERSAL DELIVERY NETWORK	78/007984	05/13/00
United States	SPEEDBOX	78/000340	05/21/00
United States	SPEEDPROBE	78/004284	04/14/00
United States	UDN	78/004281	04/14/00
United States	UNIVERSAL DELIVERY NETWORK	78/004278	04/14/00
United States	SPEEDEYE	78/007947	05/12/00