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



05-10-2001

U.S. Patent & TMO/TM Mail Ropt. Dt. #40

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

05-25-2001



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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
- 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
Effective Date
Month Day Year

- Merger
- Change of Name
- Other Amendment No. 1 To Collateral Assignment of Patents and Trademarks

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

ALL MARK FEE PROCS.
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 US PATENT &
 TRADEMARK OFFICE

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.)

FOR OFFICE USE ONLY

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 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
 REEL: 002303 FRAME: 0025

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)

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.

Christine E Wilson
Diann Lackey

Christine E Wilson
Diann Lackey

May 8, 2001

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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/AK/A/T/A

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

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

78023368	78023370	78007947
76052114		

**AMENDMENT NO. 1 TO
COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS**

THIS AMENDMENT NO. 1 TO COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS ("Amendment"), is made as of March 30, 2001, by and between SPEEDERA NETWORKS, INC.(the "Assignor") and COMDISCO, INC. (the "Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Subordinated Loan and Security Agreement dated April 19, 2000, as amended by that certain Amendment No. 1 to Lease and Subordinated Loan and Security Agreement dated as of March 30, 2001 (as it has been and may hereafter be amended from time to time, being the "Loan Agreement"), pursuant to which Assignee agreed to extend certain financial accommodations to or for the direct or indirect benefit of Assignor.

B. Pursuant to the Loan Agreement, Assignor executed and delivered to Assignee that certain Collateral Assignment of Patents and Trademarks dated as of April 19, 2000 (as the same may from time to time be further amended, modified or supplemented, the "Assignment Agreement"). Pursuant to the Assignment Agreement, among other things, Assignor granted to Assignee, a security interest in its patents and trademarks to secure its obligations to Assignee under the Loan Agreement. All terms capitalized but not defined herein shall have the respective meanings set forth in the Assignment Agreement.

C. Assignor and Assignee are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by Assignor under the Assignment Agreement and, to the extent not granted in the Assignment Agreement, to grant the Liens contemplated by this Amendment.

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

AGREEMENT

1. Amendment of Assignment Agreement. The Assignment Agreement is hereby amended as follows:

1.1. Section 1 of the Assignment Agreement is hereby deleted in its entirety and the following is substituted therefor:

(a) Collateral Assignment of Patents and Trademarks. To secure the prompt and complete payment, performance and observance of all of the Assignor's indebtedness to Assignee, Assignor hereby grants to Assignee, a continuing security interest in all of Assignor's now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on **Schedule A**, as the same may be amended to include any Patents, Patent Licenses and applications for Patents hereinafter acquired, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on **Schedule B** as the same may be amended to include any Trademarks, Trademark Licenses or applications for Trademarks hereafter acquired, and all registrations and renewals thereof;

(iii) all Proceeds thereof.

1.2. Sections 3 and 4 of the Assignment Agreement are hereby amended by replacing all references to "Patents" with the term "Intellectual Property Collateral."

1.3. Section 5 of the Assignment Agreement is hereby amended by replacing all references to "Patents and Trademarks" with the term "Intellectual Property Collateral." [

1.4. Schedule A to the Assignment Agreement is hereby supplemented by Supplement I to Schedule A attached hereto as Appendix 1 and made a part hereof.

1.5. Schedule B to the Assignment Agreement is attached hereto as Appendix 2 and made a part hereof.

2. Acknowledgment and Confirmation of Security Interest. Assignor hereby confirms and ratifies its prior assignment and grant, and assigns and grants to Assignee, a continuing, first priority security interest in all of such Assignor's right, title and interest in, to and under the Intellectual Property Collateral.

3. Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when Assignee has received executed counterparts of this Amendment.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows: (a) the representations and warranties contained in the Loan Agreement were true and correct in all material respects when made and, after giving effect to this Amendment, shall remain true and correct in all material respects as of the date hereof; and (b) this Amendment, the Assignment Agreement, as amended hereby, the Loan Agreement, and the other Loan Documents constitute the legal, valid and binding obligations of Assignor, enforceable against Assignor in accordance with their respective terms.

5. Ratification. Except as specifically modified by this Amendment, the parties hereto acknowledge that the Assignment Agreement shall remain binding upon each Assignor and Assignee, and all provisions of the Assignment Agreement shall remain in full force and effect. Assignor expressly ratifies and affirms its obligations to Assignee under the Assignment Agreement, the Loan Agreement and the other Loan Documents. Assignor hereby further acknowledges and affirms that the rights and remedies of Assignee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. Miscellaneous.

6.1. Complete Agreement. The Assignment Agreement, as modified and amended by this Amendment, together with the Loan Agreement and the other Loan Documents, constitute the complete agreement among the parties hereto and thereto, and supersedes any prior written or oral agreements, writings, communications or understandings of the parties hereto and thereto, with respect to the subject matter hereof or thereof.

6.2. Recitals. The recitals to this Amendment shall constitute a part of the agreement of the parties hereto.

6.3. Counterparts. This Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the

same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Amendment.

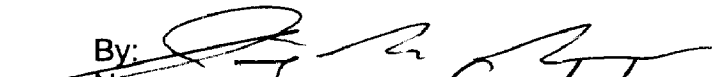
6.4. No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of Assignee under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to the Collateral Assignment of Patents and Trademarks to be duly executed and delivered as of the date first written above.

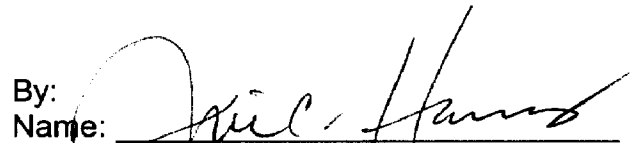
"Assignor"

SPEEDERA NETWORKS, INC.

By: 
Name: Jason Gartick
Title: General Counsel

"Assignee"

COMDISCO, INC.

By: 
Name: Jill C. Hanses
Title: _____

JILL C. HANSES
SENIOR VICE PRESIDENT

APPENDIX 1

**SUPPLEMENT I
TO SCHEDULE A**

To Collateral Assignment of Security Interest in Patents and Trademarks

**PATENTS AND PATENT APPLICATIONS
SCHEDULE A**

Speedera File No.	Title of Application	Inventors	Filing Date/ Serial No.	Handling Attorney
UDN0001PR	Wan Traffic Management System and Method	Richard Day Eric Swildens Ajit Gupta	Nov 22, 1999 60/166906 Converted to utility	Prov: Fenwick Util: Townsend
UDN001PCT-1	A User Device and System for Traffic Management and Content Distribution Over a World Wide Area Network	Richard Day Eric Swildens Ajit Gupta	Nov 21 2000 PCT/US00/ 32306	PCT: Townsend Ref# 020533- 000250PC
UDN001PCT-2	Method for Operating an Integrated Point of Presence Server Network	Richard Day Eric Swildens Ajit Gupta	Nov 21 2000 PCT/US00/ 31939	PCT: Townsend Ref: 020533- 000210PC
UDN0002	Scalable Domain Name System with Persistence and Latency	Eric Swildens Rich Day Vikas Garg	Dec 16, 1999 60/172303 Utility filed: Aug 11 2000 09/638170	Prov: Fenwick Util: Kirk Wong
UDN0002PCT	Same as UDN0002	Same	Dec 14, 2000 PCT/US00/ 33974	<i>PCT: Kirk Wong</i>
UDN0003	Method for Determining Latency Between Multiple Servers and a Client	Shankar Iyer Sridhara Lanka	Mar 31, 2000 60/193988 Utility filed: Sep 7 2000 Serial No.: 09/657016	Prov: Fenwick Util: Kirk Wong
UDN0004PR	System and Method for Persistent Load Balancing Using Cookie Injection	Eric Swildens	Apr 4, 2000 60/194679	Prov: Fenwick Util: Kirk Wong
UDN0005	Decrypting Load Balance Array	Eric Swildens	Mar 10, 2000 60/188142 Utility filed: Feb 7 2001 Serial No.: Unassigned	Prov: Fenwick Util: Kirk Wong
UDN0006PR	Meta Content Delivery Network System	Richard Day	May 16, 2000 60/204914	Prov: Kirk Wong Util: Kirk Wong

UDN0007	Method for Operating an Integrated Point of Presence Server Network	Richard Day Eric Swildens Ajit Gupta	Utility Filed: Aug 23 2000 Serial No.: 09/648420	Util: Townsend Stephen P. ref # 020533- 000210US SYP (RTO)
UDN0008	An Integrated Point of Presence Server	Richard Day Eric Swildens Ajit Gupta	Utility Filed Aug 23 2000 Serial No.: 09/644927	Util: Townsend Stephen P. ref # 020533- 000220US SYP (RTO)
UDN0009	A User Device and System for Traffic Management and Content Distribution over a World Wide Area Network	Richard Day Eric Swildens Ajit Gupta	Utility Filed: Aug 18 2000 Serial No.: 09/641,746	Util: Townsend Richard O. ref # 020533- 000250US SYP (RTO)
UDN0010	A Service Method for Traffic Management and Content Distribution Over a World Wide Area Network	Richard Day Eric Swildens Ajit Gupta	Utility Filed: Aug 18 2000 Serial No.: 09/640,886	Util: Townsend Richard O. ref # 020533- 000260US SYP (RTO)
UDN0011	Improved Performance Computer Network	Richard Day Eric Swildens Ajit Gupta	Utility Filed: Aug 23 2000 Serial No.: 09/645067	Util: Townsend Stephen P. Ref # 020533- 000270US SYP (RTO)
UDN0012PR	Content Delivery and Global Traffic Management Network	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 Serial No.: 60/219172	Prov: Townsend Sujit K. Ref # 020533- 000300US SYP SBK (RTO)
UDN0013PR	Techniques for Providing Caching and Web Server Services in a Content Delivery and Global Traffic Management Network	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 Serial No.: 60/219166	Prov: Townsend Sujit K. Ref # 020533- 000500US SYP SBK (RTO)
UDN0014PR	Techniques for Logging Services in a Content Delivery and Global Traffic Management Network	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 Serial No.: 60/219946	Prov: Townsend Sujit K. Ref # 020533- 000600 SYP SBK (RTO)
UDN0015PR	Techniques for Providing Views of a Content Delivery and Global Traffic Management	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 Serial No.: 60/219178	Prov: Townsend Sujit K. Ref # 020533- 000700US SYP SBK (RTO)
UDN0016PR	Techniques for Determining Metrics of a Content Delivery and Global Traffic Management Network	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 Serial No.: 60/219177	Prov: Townsend Sujit K. Ref # 020533- 000800US SYP SBK (RTO)
UDN0017PR	Techniques for Providing Configuration and Management Services in a Content Delivery and Global Traffic Management Network	Richard Day Eric Swildens Ajit Gupta	Jul 19 2000 60/219392	Prov: Townsend Sujit K. Ref # 020533- 000900US SYP SBK (RTO)
UDN0018PR	Website Failover Switching System	Eric Swildens Richard Day Ajit Gupta Arun Kumar	Oct 26 2000 60/243661	Prov: Kirk

APPENDIX 2

SCHEDULE B

To Collateral Assignment of Patents and Trademarks

TRADEMARKS AND TRADEMARK APPLICATIONS

Marks	Filing Date	Serial No.
1. SPEEDERA (U.S.)	Class 9: Dec 16 1999 Classes 38 & 42: Aug 16 2000	75/873265 76/111016
2. Speedera (Canada)	Jun 13 2000	1062811
3. Speedera (China)	Jun 16 2000	Class 9: 2000085839 Class 38: 2000085823 Class 42: 200095924
4. Speedera (Europe)	Jun 15 2000	001707884
5. Speedera (India)	Jun 13 2000	931691
6. Speedera (Japan)	Jun 12 2000	2000-64958
7. SPEEDERA "LOGO" Filed in Canada, China, Europe, India, and Japan	May 19 2000	76/052114
8. Speedera CDN	May 13 2000	78/007986
9. Speedera Content Delivery Network	May 19 2000	76/053658
10. Speedera GTM	May 19 2000	76/052111
11. Speedera Global Traffic Management	May 19 2000	76/052102
12. Speedera Streaming	May 19 2000	76/052112
13. SPEEDERA UDN	May 12 2000	78/007955
14. SPEEDERA UNIVERSAL DELIVERY NETWORK	May 13 2000	78/007984
15. SPEEDANALYZER	August 29, 2000	Class 9: 78/023367 Class 38: 78/023368 Class 42: 78/023370
16. SpeedBox	March 21 2000	78/000340
17. SPEEDEYE	May 12 2000	78/007947
18. SPEEDPROBE	April 14 2000	78/004284
19. UDN	April 14 2000	78/004281
20. UNIVERSAL DELIVERY NETWORK	April 14 2000	78/004278