

11-06-2002



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

11-6-02

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ τ τ τ τ τ τ

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

1. Name of conveying party(ies):
Cavium Networks
2610 Augustine Drive
Santa Clara, CA 95054 *11-6-02*
 Individuals Association
 General Partnership Limited Partnership
 Corporation-State CA
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **Silicon Valley Bank**
Internal _____
Address: _____
Street Address: **3003 Tasman Drive**
City: **Santa Clara** State: **CA** Zip: **95054**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Bank**
If assignee is not domiciles in the United States a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other **Intellectual Property Security Agreement**
Execution Date: **November 1, 2002**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/307,032
76/273,475
76/272,506
Additional numbers attached? Yes No

B. Trademark No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Diana Sanchez Bentz**
Internal Address: _____
Cooley Godward LLP
5 Palo Alto Square
Street Address: **3000 El Camino Real**
City: **Palo Alto** State: **CA** Zip: **94306**

6. Total number of applications and trademarks involved. **3**
7. Total fee (37 CFR 3.41)..... \$ **90.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
03-3115
(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.
Diana Sanchez Bentz *Diana Sanchez Bentz* **November 4, 2002**
Name of Person Signing Signature Date

11/05/2002 TBIAZ1 00000154 76307032

01 FC:0521
02 FC:0522

Total number of pages including cover sheet, attachments, and documents: **8**

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

TRADEMARK
REEL: 002611 FRAME: 0070

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 1, 2002, by and between SILICON VALLEY BANK ("Bank") and CAVIUM NETWORKS ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated November 1, 2002 (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, trademarks and mask works listed on Schedules A, B, C, and D 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.

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:

CAVIUM NETWORKS

2610 Augustine Drive
Santa Clara, CA 95054
Attn: Chief Financial Officer

By: *Syed Ali*
Name: SYED ALI
Title: PRESIDENT & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054

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:

CAVIUM NETWORKS

2610 Augustine Drive
Santa Clara, CA 95054
Attn: Chief Financial Officer

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054

By: James S. Holy
Name: JAMES S. HOLY
Title: SENIOR VICE PRESIDENT

Schedule A

COPYRIGHTS

DESCRIPTION

**REGISTRATION/
APPLICATION NUMBER**

**REGISTRATION/
APPLICATION DATE**

No Registered Copyrights

Schedule B

PATENTS

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
“Montgomery Multiplier with Precalculated and Distributed Quotient”	10/068,677	February 6, 2002
“Random Number Generator”	09/938,166	August 23, 2001
“Hardware/Software Interface”	10/025,512	December 19, 2001
“Macro-Operations in a Security Processor to Perform SSL”	10/025,509	December 19, 2001
“Hash Register File”	09/998,775	December 3, 2001
“DES Unit Performance Improvement by Merging XOR Operations”	10/052,054	January 17, 2002
“RC4 implementation. 2 Threads, one speculative. Comparators to detect violations.”	10/092,328	March 6, 2002
“Execution Unit Architecture Having a Datapath Driven by a Simple Microcode Controller Decoupled by a Queue such that the Controller can Run Ahead”	10/234,895	September 4, 2002

Schedule C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION/ APPLICATION NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
"Nitrox"	76 307,032	August 30, 2001
"Cavium"	76 273,475	June 19, 2001
"Security Everywhere"	76 272,506	June 18, 2001

Schedule D

MASK WORKS

DESCRIPTION

REGISTRATION/
APPLICATION NUMBER

REGISTRATION/
APPLICATION DATE

No Registered Mask Works