

(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Tab settings → → → ▼



102485553

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies):
Snap Appliance, Inc.
2001 Logic Drive
San Jose, CA 95124

5.20-03

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 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: **California** ZIP: **95054-1191**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **April 24, 2003**

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Snap Appliance (App. No. 78/178,397)
Broadband Storage (App. No. 78/028/661)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Ms. Sharon R. Hayes
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address:

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

(Attach duplicate copy of this page if paying by deposit account)

06/27/2003 EDCOOPER 00000151 200052 78178397
01 FC:8521 40.00 DA
02 FC:8522 250.00 DA

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.

Ms. Sharon R. Hayes *Sharon R Hayes* May 19, 2003
Name of Person Signing Signature Date

Christine E Wilson *Christine E Wilson* _____
Total number of pages including cover sheet, attachments, and document:

SNAP APPLIANCE, INC.
EXHIBIT C - TRADEMARK

MARK	CLASS	APP. NO. APP. DATE	REG. NO. REG. DATE
BROADBAND STORAGE United States	9	78/028,661 10/2/00	
BROADBAND FILER United States	9	78/028,662 10/2/00	
BROADSTOR United States	9	78/028,661 10/2/00	
BDFS United States	9	76/337,508 11/03/01	
DATA OPTIMIZER United States	9	76/353,991 12/13/01	
RAPID REBUILD United States	9	78/147,217 7/24/02	
QUICKSHOTS United States	9	78/154,312 8/14/02	
SCALABLE UNIFIED STORAGE	9	78/159,108 8/29/02	

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MARK	CLASS	APP. NO. APP. DATE	REG. NO. REG. DATE
SNAP! SERVER United States	9	75/387,211 11/10/97	2,421,713 1/16/01
SNAP APPLIANCE United States	9	78/178,397 10/25/02	
NETWORK STORAGE MADE SIMPLE United States	9	75/409,441 12/22/97	2,428,674 2/13/01

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 24, 2003 by and between SILICON VALLEY BANK ("Bank") and SNAP APPLIANCE, INC., a Delaware corporation ("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, dated as 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, 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 cause 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:

SNAP APPLIANCE, INC.

2001 Logic Drive
San Jose, California 95124

By: 

Title: President & CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Chitra Suriyanarayanan

Title: Portfolio Manager

Attn: Chitra Suriyanarayanan

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

SEE ATTACHED

Description

Registration/
Application
Number _____

Registration/
Application
Date _____



EXHIBIT "B" PATENTS

TITLE	DATE FILED	COUNTRY	APPLICATION NO.
Dynamically Distributed File System	Filed - 01/29/01	US	60/264,671
Automatic Identification and Utilization of Resources in a Distributed File Server	Filed - 01/29/01	US	60/264,670
Adaptive Load Balancing for a Distributed File Server	Filed - 01/29/01	US	60/264,668
Dynamically Distributed File System	Filed - 06/29/01	US	60/302424
Dynamically Distributed File System	Filed - 01/29/02	US	10/060930
Dynamically Distributed File System	Filed - 01/29/02	WO	PCTUS02/02702
Redundant Dynamically Distributed File System	Filed - 01/29/02	US	10/060879
Replacing File System Processors via Hot Swapping	Filed - 01/29/02	US	10/060908
Hot Adding File System Processors	Filed - 01/29/02	US	10/060947
File System Metadata	Filed - 01/29/02	US	10/060920
Enhancing File System Performance	Filed - 01/29/02	US	10/060918

TITLE	DATE FILED	COUNTRY	APPLICATION NO.
Data Path Accelerator for Storage System	Filed - 01/29/01	US	60/264,694
Data Flow Controller	Filed - 01/29/01	US	60/264,669
Data Path Accelerator for Storage Systems	Filed - 01/29/02	US	10/060977
Data Path Controller Architecture	Filed - 01/29/02	US	10/060956
Programmable Data Path Accelerator	Filed - 01/29/02	US	10/060878
Interface Architecture	Filed - 01/29/02	US	10/060903
Distributed Parity Protection/	Filed - 01/29/01	US	60/264,673
Data Path Accelerator with Variable Parity, Variable Length, and Variable Extent Parity Groups	Filed - 01/29/02	US	10/060911
Data Blocking Mapping	Filed - 01/29/02	US	10/060921

TITLE	DATE FILED	COUNTRY	APPLICATION NO.
Dynamic Redistribution of Parity Groups	Filed - 01/29/02	US	10/060874
Dynamic Data Recovery	Filed - 01/29/02	US	10/060686
File System with Parity Data Protection	Filed - 01/29/01	US	60/264,672
Enhanced File System Failure Tolerance	Filed - 01/29/02	US	10/060919
Utility Patent Application App. No.			
Enhanced Disk Array	Filed - 01/29/02	US	10/060863
Dynamically Scalable Disk Array	Filed - 01/29/02	US	10/060957
Disk Replacement via Hot Swapping with Variable Parity	Filed - 01/29/02	US	10/060939
Enhancing Disk Array Performance via Variable Parity Based Load Balancing	Filed - 01/29/02	US	10/060916

TITLE	DATE FILED	COUNTRY	APPLICATION NO.
Integrated Distributed File System with Variable Parity Groups	Filed - 01/29/02	US	10/060858

EXHIBIT C

Trademarks

SEE ATTACHED

Description

Registration/
Application
Number

Registration/
Application
Date

SNAP APPLIANCE, INC.
EXHIBIT C - TRADEMARK

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NETWORK STORAGE MADE SIMPLE United States	9	75/409,441 12/22/97	2,428,674 2/13/01
BROADBAND STORAGE European Community	9	2159382 4/2/01	
BROADBAND STORAGE Mexico	9	478966 4/2/01	703049 6/20/01
BROADBAND STORAGE Taiwan	9	90012169 4/2/01	1009285 8/1/02

EXHIBIT D

Mask Works

Description

Registration/
Application
Number _____

Registration/
Application
Date _____