

01-22-2004

FORM PTO-1594

RECORDED

(Rev. 03/01)

OMB No. 0651-0027 (exp. 05/31/2002)



102727547

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):  
**Netlogic Microsystems, Inc.**

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: **3/30/04**

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**  
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

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

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

A. Trademark Application No.(s)

B. Trademark No.(s)

**2,145,371**

**2,302,875**

**2,470,393**

**2,810,999**

**2,714,043**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): **\$140.00**

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

**Maribel Arteaga**  
Name of Person Signing

**Maribel Arteaga**  
Signature

**4/8/04**  
Date

04/21/2004 MGETACHE 00000010 2145371 Total number of pages including cover sheet, attachments, and document:

01 FC:8521  
02 FC:8522

40.00  
190.00  
Documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002953 FRAME: 0246**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2004, by and between SILICON VALLEY BANK ("Bank") and NETLOGIC MICROSYSTEMS, INC. ("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 the Amended and Restated Loan and Security Agreement by and between Bank and Grantor, dated March 30, 2004 (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), and the AR Financing Loan Agreement by and between Bank and Grantor, dated March 30, 2004 (as the same may be amended, modified or supplemented from time to time, the "Formula Revolver 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, the other Loan Documents and the Formula Revolver 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, the other Loan Documents and the Formula Revolver 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.

Upon the earlier of (1) the IPO, and (2) Bank's determination that Grantor has had two (2) consecutive fiscal quarters with a net profit, as determined in accordance with GAAP, Bank's security interest in the Intellectual Property Collateral shall terminate and Bank shall take all actions reasonably required to give effect to, and evidence of, the release of the Intellectual Property from the Collateral. The foregoing notwithstanding, the Collateral shall include at all times all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property (the "Rights to Payment"). Moreover, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property is necessary to have a security interest in the Rights to Payment, then the Collateral shall automatically and at all times include the Intellectual Property to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

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:

NETLOGIC MICROSYSTEMS, INC.

By:     *Ree S. JL*    

Title:     *PRESIDENT & CEO*    

Address of Grantor:

450 National Avenue  
Mountain View, CA 94043

Attn:     *DOU WETMER*    

BANK:

SILICON VALLEY BANK

By:     *Juan Li*    

Title:     *VICE PRESIDENT*    

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: Loan Services

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**None registered.**

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**Please see attached sheet for patent listing.**

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**Please see attached sheet for trademark listing.**

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**None registered.**



Attachment to

**EXHIBIT C – TRADEMARKS**

*IP Security Agreement*

Trademark	Filing Date	Serial No.	Status	Publ Date	Reg Date	Reg No.
SyncCAM	7/9/1996	75/131,758	Registered	3/4/1997	3/17/1998	2,145,371
IPCAM	5/18/1998	75/487,281	Registered	4/13/1999	12/21/1999	2,302,875
Enabling the Silicon Backbone for the Internet	7/6/1999	75/743,461	Registered	10/24/2000	7/17/2001	2,470,393
Zero Table Management	7/14/2000	76/089,374	Registered	4/9/2002	2/3/2004	2,810,999
ZTM	7/14/2000	76/089,394	Registered	3/12/2002	3/6/2004	2,714,043