

09-30-2004

FORM PTO-1594

RECOI

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

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



102847881

To the Honorable Commissioner of Patent and Trademarks, please record the attached original documents or copy thereof.

9-20-04

1. Name of conveying party(ies):
Lefthand Networks, Inc.

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155
Street Address: 3003 Tasman Drive

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

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

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

09/02/04

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

OFFICE OF PATENT & TRADEMARKS
FINANCE SECTION
2004 SEP 20 PM 2:15

9-20-04

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

A. Trademark Application No.(s)
78/393,908

B. Trademark No.(s)

09/30/2004 6TON11 00000097 78393908

01 FC:8521

40.00 OP

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: 1

7. Total fee (37 CFR 3.41): **\$ 40.00**
 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.

Manbel Arteaga
Name of Person Signing

Manbel Arteaga
Signature

9/9/04
Date

Amy Wikert

Total number of pages including cover sheet, attachments, and document:

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

TRADEMARK
REEL: 003053 FRAME: 0424

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and LEFTHAND NETWORKS, 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 that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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:

LEFTHAND NETWORKS, INC.

Address of Grantor:

1688 Conestoga Street
Boulder, CO 80301

Attn: WILLIAM CHAMBERS

By: 

Title: PRESIDENT/CEO

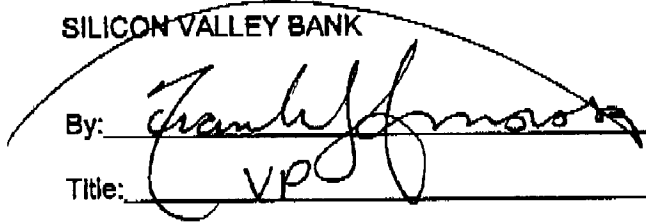
BANK:

SILICON VALLEY BANK

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: Frank Amos

By: 

Title: VP

EXHIBIT A

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

LEFTHAND NETWORKS, INC.

PATENTS / PATENT APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Issue Date</i>	<i>Pat. No.</i>	<i>Status</i>
Network Attached Data Storage Device					
✓ US	04/10/2001	09/681,458	05/21/2002	6,392,892 B1	ISSUED
Network Attached Storage System With Data Storage Device Hot Swap Capability					
✓ US	10/01/2001	09/682,634			PENDING & PUBLISHED
Block Data Storage Within a Computer Network					
✓ US	08/06/2001	09/682,209			PENDING & PUBLISHED
Australia	07/24/2002	2002322624			PENDING
Brazil	07/24/2002	PI 0211721-5			PENDING
Canada	07/24/2002	2,455,641			PENDING
China	07/24/2002	02819445.4			PENDING
Europe	07/24/2002	02756628.0			PENDING & PUBLISHED
India	07/24/2002	00457/DELNP/2004			PENDING
Japan	07/24/2002	2003-520126			PENDING
S. Korea	07/24/2002	10-2004-7001917			PENDING
Distributed Network Storage System With Virtualization					
✓ US	05/31/2002	10/063,992	05/04/2004	6,732,171 B2	ISSUED
US-Continuation	03/29/2004	10/708,867			PENDING
WIPO	05/30/2003	PCT/US2003/017098			PUBLISHED
Data Synchronization Over a Computer Network					
US					BEING PREPARED
Non-Volatile Memory Backup for a Computer Storage Device					
US					BEING PREPARED

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

LEFTHAND NETWORKS, INC.

TRADEMARKS / TRADEMARK APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
LEFTHAND NETWORKS (IC 09)					
✓ United States	05/10/2001	76/255,125	07/29/2003	2,743,587	REGISTERED
Australia					PROPOSED
Brazil					PROPOSED
Canada					PROPOSED
China	11/08/2001	3013829	02/21/2003	3013829	REGISTERED
Europe	11/11/2001	002455947	04/04/2003	002455947	REGISTERED
India					PROPOSED
Japan	11/09/2001	2001-100823	08/02/2002	4592611	REGISTERED
S. Korea	11/09/2001	4020010049489	09/09/2003	0559172	REGISTERED
LEFTHAND NETWORKS & DESIGN (IC 09)					
✓ United States	01/29/2002	76/364,499	08/12/2003	2,751,176	REGISTERED
Australia					PROPOSED
Brazil					PROPOSED
Canada					PROPOSED
China	07/12/2002	3240643	08/28/2003	3240643	REGISTERED
Europe	07/19/2002	002783199	10/30/2003	002783199	REGISTERED
India					PROPOSED
Japan	07/30/2002	2002-69595	07/18/2003	4692781	REGISTERED
S. Korea	07/10/2002	4020020031626	11/18/2003	0565820	REGISTERED
SAN/IQ (IC 09)					
✓ United States	11/13/2003	78/327,242			PENDING
Australia	05/13/2004	1001859			PENDING
Brazil	05/13/2004	826499724			PENDING
Canada	05/13/2004	1,216,717			PENDING
China	05/13/2004	unknown at this time			PENDING
Europe	05/13/2004	003834521			PENDING
India	05/13/2004	1283826			PENDING
Japan	05/13/2004	2004-44219			PENDING
S. Korea	05/13/2004	40-2004-21307			PENDING
REMOTE IP COPY (IC 09)					
✓ United States	03/31/2004	78/393,908			PENDING

TRADEMARKS / TRADEMARK APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
AEBS (IC 09)					
✓ United States	05/10/2001	76/255,425	12/30/2003	2,800,832	REGISTERED

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EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE