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U.S. DEPARTMENT OF COMMERCE U.S. 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): Raza Microelectronics, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State DE Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Venture Lending & Leasing IV, Inc., as Agent for itself and Silicon Valley Bank and Internal Gold Hill Venture Lending 03, L.P. Address: Street Address: 2010 North First Street City: San Jose State: CA Zip: 95131 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland 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: 12/14/04

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/153835; 78/153838; 76/060705; 78/166075 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Russell D. Pollock, Esq. Internal Address: Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000 City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 13 7. Total fee (37 CFR 3.41): \$ 340.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: OPR/FINANCE 2005 JAN -3 AM 7:10

DO NOT USE THIS SPACE

9. Signature. Jeffrey T. Klugman Name of Person Signing Signature Date 12/21/04 Total number of pages including cover sheet, attachments, and document: 11

01/05/2005 MBETACHE 00000054 78153835

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

01 FC:8521 02 FC:8522 40.00 OP 300.00 OP

TRADEMARK REEL: 003101 FRAME: 0001

RECORDATION FORM COVER SHEET  
FOR RAZA MICROELECTRONICS, INC.

Number 4a. Application Numbers

78/195067

78/247919

78/298080

78/400566

78/422606

78/422611

78/472834

78/472842

78/472856

45596/0847  
12/21/04/MVR/277361.1

**TRADEMARK**  
**REEL: 003101 FRAME: 0002**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of December 14, 2004, by and between RAZA MICROELECTRONICS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., in its capacity as agent for itself and Silicon Valley Bank and Gold Hill Venture Lending 03, L.P., under the Loan Agreement (hereinafter defined) ("Secured Party").

### RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as agent for itself and the other lenders party thereto ("Lenders"), Lenders have 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the benefit of Lenders, a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants. Grantor covenants and agrees as follows:

(a) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(b) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal year in which there is a change or update to the reported contents from the previous fiscal year, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations.

(c) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(d) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, of: (i) those intellectual property rights listed on Exhibits B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), in each case except with respect to such rights that Grantor determines in its sole commercial judgment need not or should not be registered or maintained to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions (not inconsistent with Grantor's determinations referenced in the immediately preceding sentence) as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations in accordance with clause (d) above; and

(e) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances. On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all

Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

4. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*Remainder of this page intentionally left blank; signature page follows*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

RAZA MICROELECTRONICS, INC.

18920 Forge Drive  
Cupertino, CA 95014  
Attn: Chief Financial Officer

By: William Caraccio

Name: L. William Caraccio

Its: VP

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC., as Agent

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

18920 Forge Drive  
Cupertino, CA 95014  
Attn: Chief Financial Officer

RAZA MICROELECTRONICS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_


Its: \_\_\_\_\_

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC., as Agent

By:  \_\_\_\_\_

Name: Salvador O. Gutierrez

Its: President

**EXHIBIT A**

**Copyrights**

As of the date hereof, the Company has common law Copyrights, but no federally-registered Copyrights.



## **EXHIBIT B**

### **Patents**

<b><u>Serial Number/Description</u></b>	<b><u>Date</u></b>
US Pat. No. 6,035,388 For "Method And Apparatus For Dual Issue Of Program Instructions To Symmetric Multifunctional Execution Units"	March 7, 2000
US Pat. No. 6,594,753 for "Method And Apparatus For Dual Issue Of Program Instructions To Symmetric Multifunctional Execution Units"	July 15, 2003
US Pat. No. 6,055,606 For "Writeback Cache Cell With A Dual Ported Dirty Bit Cell And Method For Operating Such A Cache Cell"	April 25, 2000
US Pat. No. 6,085,271 For "System Bus Arbitrator For Facilitating Multiple Transactions In A Computer System"	July 4, 2000
US Pat. No. 6,311,292 For "Circuit, Architecture And Method For Analyzing The Operation Of A Digital Processing System"	October 30, 2001
US Pat. No. 6,092,129 For "Method And Apparatus For Communicating Signals Between Circuits Operating At Different Frequencies"	July 18, 2000
US Pat. No. 6,070,229 For "Cache Memory Cell With A Pre-Programmed State"	May 30, 2000
US Pat. No. 6,400,599 For "Cache Memory Cell With A Pre-Programmed State"	June 4, 2002
US Pat. No. 6,252,818 For "Apparatus And Method For Operating A Dual Port Memory Cell"	June 26, 2001
US Pat. No. 6,088,784 For "Processor With Multiple Execution Units And Local And Global Register Bypasses"	July 11, 2000
US Pat. No. 6,480,872 For "Floating-Point And Integer Multiply-Add And Multiply-Accumulate"	November 12, 2002
US Pat. No. 6,530,011 For "Method And Apparatus For Vector Register With Scalar Values"	March 4, 2003
US Pat. No. 6,388,471 For "Single Phase Edge Trigger Register"	May 14, 2002
U.S. Pat. No. 6,775,788 For "High Performance Method and System for Processing Information on an Integrated Circuit"	August 10, 2004
U.S. Pat. No. 6,708,282 for "Method for Initiating Computation Upon Unordered Receipt of Data"	March 16, 2004
U.S. Pat. No. 6,694,408 for "Scalable Replacement Method and System in a Cache Memory"	February 17, 2004
U.S. Pat. No. 6,735,689 for "Method for Reducing Taken Branch Penalty"	May 11, 2004
US Pat. No. 6,252,819 For "Reduced Line Select Decoder For A Memory Array"	June 26, 2001

**Serial Number/Description****Date**

US Pat. No. 6,255,879 for "Digital Programmable Delay Element"	July 3, 2001
US Pat. No. 6,292,061 For "Low-Voltage CMOS Phase-Locked Loop (PLL) For High-Performance Microprocessor Clock Generation"	September 18, 2001
US Pat. No. 6,686,774 For "System and Method for a High Speed Bi-Directional, Zero Turnaround Time, Pseudo Differential Bus Capable of Supporting Arbitrary Number of Drivers"	February 3, 2004
US Pat. No. 6,349,098 for "Method and Apparatus for Forming a Virtual Circuit"	February 19, 2002
US Pat. No. 6,069,893 for "Asynchronous Transfer Mode Switching Architectures Having Connection Buffers"	May 30, 2000
US Pat. No. 6,198,723 for "Asynchronous Transfer Mode Traffic Shapers"	March 6, 2001
US Pat. No. 6,229,812 for "Scheduling Techniques For Data Cells In A Data Switch"	May 8, 2001

**EXHIBIT C**

**Trademarks**

<b><u>Registration/Application Number</u></b>	<b><u>Class</u></b>
U.S. Trademark Application for RAZA MICROELECTRONICS, Ser. No. 78153835	009, electronics
India Trademark Application for RAZA MICROELECTRONICS, Ser. No. 1208074	009, electronics
U.S. Trademark Application for RAZA MICROELECTRONICS, Ser. No. 78153838	042, engineering services
India Trademark Application for RAZA MICROELECTRONICS, Ser. No. 1237583	042, engineering services
U.S. Trademark Application for RAZA FAST TRACK, Ser. No. 76060705	035, business management
U.S. Trademark Application for ETHERNET MODEM, Ser. No. 78166075	009, electronics
U.S. Trademark Application for INTELLIGENT TRANSPORT, Ser. No. 78195067	009, electronics
U.S. Trademark Application for IEOS, Ser. No. 78247919	009, electronics
U.S. Trademark Application for RMI, Ser. No. 78298080	009, electronics
China Trademark Application for RMI, Ser. No. 3946972	009, electronics
India Trademark Application for RMI Ser. No. 1237580, 1237584	009, 042
Japan Trademark Application for RMI Ser. No. 2004-21667	009
India Trademark Application for RMI TECHNOLOGIES Ser. No. 1237581, 1237582	009, 042
U.S. Trademark Application for SUPERSOC, Ser. No. 78400566	009, electronics
U.S. Trademark Application for ADVANCED PROCESSOR SOLUTIONS, Ser. No. 78422606	009, electronics
U.S. Trademark Application for RAZA MICROELECTRONICS and Design, Ser. No. 78422611	009, electronics
U.S. Trademark Application for PHOENIX CORE, Ser. No. 78472834	009, electronics
U.S. Trademark Application for VCPU, Ser. No. 78472842	009, electronics
U.S. Trademark Application for XLR PROCESSOR, Ser. No. 78472856	009, electronics