

03-17-2005

FORM PTO-1594

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)



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

102960900

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

3-14-05

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

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

Execution Date: 11/05/04

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)
78-314292

B. Trademark No.(s)

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

03/16/2005 ECDOPER 00000010 78314292
01 FC:8521 40.00 DP

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 Higuareda
Name of Person Signing

Maribel Higuareda
Signature

3/8/05
Date

Tracy Walton

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: 003135 FRAME: 0209

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date (as defined in the Loan Agreement described below) by and between SILICON VALLEY BANK ("Bank") and YGNITION NETWORKS, INC., formerly known as InterQuest Communications, Inc. ("Grantor").

RECITALS

A. On or about July 25, 2002, Bank and Grantor entered into that certain Loan and Security Agreement ("Original Loan Agreement"), pursuant to which Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor. Concurrently with the execution of the Original Loan Agreement, Bank and Grantor entered into that certain Intellectual Property Security Agreement ("Original IP Security Agreement"), pursuant to which Grantor agreed to grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Original Loan Agreement.

B. Concurrently with the execution hereof, Bank and Grantor are entering into that certain Amended and Restated Loan and Security Agreement ("Loan Agreement") pursuant to which 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 Loan Agreement (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 enter into the Loan Agreement and 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.

C. 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.

This Agreement constitutes an amendment and restatement of the Original IP Security Agreement and all other intellectual property security agreements previously executed and delivered by Grantor to Bank.

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:

YGNITION NETWORKS, INC.

565 Andover Park West, Suite 201
Seattle, WA 98188
Attn: Glenn Meyer

By *Glenn Meyer*
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

By *[Signature]*
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
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EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
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Ignition Networks	78-314,292	Oct 16, 2003
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EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
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