

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Blade Network Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) March 9, 2006

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Solectron Corporation

Internal Address: Michael F. Grady, Esq., Chief Legal Counsel

Street Address: 847 Gibraltar Drive, Building #5

City: Milpitas

State: California

Country: U.S.A. Zip: 95035

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78/769,806

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
(words only): BLADE NETWORK TECHNOLOGIES

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

Name: Bialson, Bergen & Schwab

Internal Address: Patrick M. Costello, Esq.

Street Address: 2600 El Camino Real, Suite 300

City: Palo Alto

State: California Zip: 94306

Phone Number: 650-857-9500

Fax Number: 650-494-2738

Email Address: pcostello@bbslaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 3029  
Expiration Date 08/2007

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  March 23, 2006

Signature

Date

Brian E. Doucette, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

OP \$40.00 78769806

**ATTACHMENT 4.9.2****TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT is made and entered into this 9<sup>th</sup> day of March 2006 by and between Blade Network Technologies, a Delaware corporation ("Debtor") and Solecron Corporation, a Delaware corporation, ("Secured Party").

**Recitals**

A. Debtor and Secured Party are entering into a Security Agreement of even date herewith (the "Security Agreement") pursuant to which Debtor is granting Secured Party a security interest in substantially all of its tangible and intangible property to secure certain obligations of the Debtor.

B. Debtor and Secured Party now desire to enter into this Trademark Security Agreement to facilitate the perfection of Secured Party's security interest in Debtor's intellectual property.

NOW, THEREFORE, Debtor and Secured Party agree as follows:

1. **Definitions; Interpretation.**

(a) **Terms Defined in Security Agreement.** All capitalized terms used but not defined in this Agreement that are defined in the Security Agreement shall have the meanings assigned to them in the Security Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Obligations" shall have the meaning ascribed to it in the Security Agreement.

"Security Agreement" shall have the meaning set forth in Recital A above.

"PTO" means the United States Patent and Trademark Office.

"Trademark" means a trademark, trade name, service mark or other mark subject to registration with the PTO

"UCC" means the Uniform Commercial Code as in effect in the State of California.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

2. **Security Interest.**

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or

[https://mail.garnethelfrich.com/exchange/stefan/Inbox/RB: Solecron\\_xF8FF\\_xF8FF\\_Blade-24,EML/1\\_multipart\\_xF8FF\\_3\\_031006-attach 4-9-2-tradeseccag-final.doc/C58EA28C-18C0-4a97-9AF2-036E93DDAFB3/031006-attach 4-9-2-tradeseccag-final.doc?attach=1](https://mail.garnethelfrich.com/exchange/stefan/Inbox/RB: Solecron_xF8FF_xF8FF_Blade-24,EML/1_multipart_xF8FF_3_031006-attach 4-9-2-tradeseccag-final.doc/C58EA28C-18C0-4a97-9AF2-036E93DDAFB3/031006-attach 4-9-2-tradeseccag-final.doc?attach=1)

hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) All Trademarks and applications for registration of such Trademarks, (but excluding any application to register any Trademark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such Trademark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such Trademark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding anything therein to the contrary, the Collateral shall not include any right or property excluded pursuant to the last paragraph of the definition of Collateral set forth in the Security Agreement.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of federally registered U.S. Trademark applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, including for assuring or confirming the grant or perfection of the security interest granted or purported to be granted hereby, and further including any documents reasonably requested by Secured Party to be filed with the PTO. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Secured Party. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

6. Authorization to Supplement. If Debtor shall own any new federally registered Trademark or any federally registered Trademark application, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new federally registered Trademark rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new Trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Lender Intercreditor Agreement; Termination. If Debtor obtains a Lender Working Capital Facility from a Lender Secured Party, Secured Party agrees to subordinate its liens in the Collateral as further provided in the Security Agreement. The security interests created by this Agreement shall terminate concurrent with the termination of the Security Agreement.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Blade Network Technologies,  
a Delaware corporation

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Solectron Corporation,  
a Delaware corporation

By: [Signature]  
Name: RICHARD SCHWARTZ  
Title: Global Credit Manager

**SCHEDULE A**

**to the**

**Trademark Security Agreement**

Debtor: Blade Network Technologies

Registered Trademarks of Debtor:

<u>Registration Number</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
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Debtor: Blade Network Technologies

Pending U.S. Trademark Applications of Debtor:

<u>Application Number</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
78/769,806	December 8, 2005	Blade Network Technologies, Inc.	BLADE NETWORK TECHNOLOGIES