

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Force10 Networks, Inc.		05/18/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76600503	E-SERIES	
Serial Number:	76600504	FORCE10 NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4153932131		
Email:	elizabeth.tu@bingham.com		
Correspondent Name:	Elizabeth Tu		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	BINGHAM MCCUTCHEN LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0000312686		
NAME OF SUBMITTER:	elizabeth tu		
Signature:	/elizabethtu/		

CH \$65.00 76600503

Date:

09/06/2006

Total Attachments: 9

source=svb10#page1.tif

source=svb10#page2.tif

source=svb10#page3.tif

source=svb10#page4.tif

source=svb10#page5.tif

source=svb10#page6.tif

source=svb10#page7.tif

source=svb10#page8.tif

source=svb10#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 18, 2006 by and between SILICON VALLEY BANK ("Secured Party") and FORCE10 NETWORKS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Secured Party and Grantor have entered into that certain Loan and Security Agreement dated as of March 2, 2005 (as the same is being amended as of the date hereof, and may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has not previously granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property.

C. In connection with the consummation of that certain Amendment No. 4 to Loan and Security Agreement between Grantor and Secured Party, Grantor desires to grant to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in and to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, and in consideration of the foregoing Recitals and the amendment of the Loan Agreement, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All Patents (as defined in the Loan Agreement), including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All Trademarks (as defined in the Loan Agreement), including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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 rights identified above;

(h) 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;

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

(j) 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this 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 Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no present mask works, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A-1 hereto.

(b) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(d) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Grantor:

FORCE10 NETWORKS, INC.

By: Marc Randall

Title: CEO

Name: Marc Randall

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: Justin Palmer

Title: Senior VP

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
--------------------	---	---

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

EXHIBIT B

PATENTS - REGISTERED

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Congestion Avoidance Profiles In A Packet Switching System	6904015	6/7/2005
Scheduling And Arbitration Scheme For Network Processing Device	6963576	11/8/2005
Intelligent Interleaving Scheme For Multibank Memory	6745277	6/1/2004
Interleaved Weighted Fair Queuing Mechanism And System	6975638	12/13/2005
Method And Apparatus For Providing Virtual Point To Point Connections In A Network	6944159	9/13/2005
Method And Apparatus For Updating Addresses In Network Processing Device	7009974	3/7/2006
High-Speed Router With Single Backplane Distributing Both Power And Signaling	6988162	1/17/2006
High-Speed Electrical Router Backplane With Noise-Isolated Power Distribution	6822876	11/23/2004
Method Of Fabricating A High-Layer-Count Backplane	6941649	9/13/2005
Passive Transmission Line Equalization Using Circuit-Board Thru-Holes	6812803	11/2/2004
Passive Transmission Line Equalization Using Circuit Board Through Holes (<i>Taiwan – granted</i>)	200427	8/12/2004
Method Of Fabricating A High-Layer-Count Backplane (<i>Taiwan – granted</i>)	205138	10/18/2004

High-Speed Router With Single Backplane Distributing Both Power And Signaling (<i>Taiwan – granted</i>)	225386	12/11/2004
High-Speed Router Backplane (<i>Taiwan – granted</i>)	225385	12/11/2004
High-Speed Electrical Router Backplane With Noise-Isolated Power Distribution (<i>Taiwan - granted</i>)	205139	10/18/2004

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E-Series	76/600,503	6/30/2004
Force10 Networks	76/600,504	7/2/2004