

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
Exavio, Inc.		09/01/2006	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: 6			
Property Type	Number	Word Mark	
Registration Number:	3027663	EXAVALT	
Registration Number:	3004182	EXAVIO	
Registration Number:	2906524	EXAVIEW	
Registration Number:	2913956	EXAMAX	
Registration Number:	3105462	EXAVIO	
Registration Number:	2843647	EXABOD	
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		

CH \$165.00 3027663

ATTORNEY DOCKET NUMBER:	0000308370-EXAVIO
NAME OF SUBMITTER:	elizabeth tu
Signature:	/elizabethtu/
Date:	09/06/2006

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September , 2006 by and between SILICON VALLEY BANK ("Bank") and EXAVIO, 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 Loan and Security Agreement by and between Bank and Grantor dated September , 2006 (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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto) which constitutes Collateral, 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:

Address of Grantor:

3121 Jay Street
Santa Clara, CA 95054

Attn: _____

EXAVIO, INC.

By: *P. D. I.*

Title: *VP & CFO*

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: *Quantin Falconer*

SILICON VALLEY BANK

By: _____

Title: _____

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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:

3121 Jay Street
Santa Clara, CA 95054

Attn: _____

EXAVIO, INC.

By: _____

Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: Quentin Falconer

SILICON VALLEY BANK

By:  _____

Title: SRM _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Data storage system	6,754,082	6/22/04
Statistical re-multiplexing of compressed video segments	60/453,673	3/10/03
Deploying two-way interactive service over a one-way network	10/393,707	3/20/03
Method and system for transporting data over network	11/041,079	1/21/05
Uniform cache media processing switch systems	10/337,664	1/07/03
Selective power reduction system and method for configuring massive storage arrays	10/630,951	7/29/03
Method and apparatus for preparing data for encrypted transmission	11/016,479	12/16/04
Apparatus for preparing data for encrypted transmission	PCT/US2005/008444	3/15/05
Apparatus and method for priority queuing with segmented buffers	10/927,801	8/26/04
System and method for adaptive operation of storage capacities of RAID systems	11/175,876	7/06/05
I/O decoupling system	60/725,057	10/07/05
I/O decoupling system	11/325,970	1/04/06
Disk drive storage defragmentation system	11/353,370	2/14/06
Virtual LBA for terabyte memory systems	60/789,212	4/04/06
Resource allocation system	11/406,603	4/19/06
SDRAM management system	60/813,524	6/14/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Exavault	3027663	12/13/05
Exavio (stylized)	3004182	10/4/05
Exaview	2906524	2/28/05
Examax	2913956	12/21/04
Exavio (non-stylized, text only)	3105462	6/20/06
Exabod	2843647	5/18/04

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

SF/21679975.1