

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
NETXEN, INC.	FORMERLY Universal Network Machines, Inc.	03/28/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Greater Bay Venture Banking, a division of Greater Bay Bank, N.A.		
Street Address:	Three Palo Alto Square		
Internal Address:	Suite 150		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	national banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78865872	AGILE DATACENTER	
Serial Number:	78841834	INTELLIGENT NIC	
Serial Number:	78810537	NETXEN	
CORRESPONDENCE DATA			
Fax Number:	(209)725-0803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(209) 722-5746		
Email:	lawrencecking@sbcglobal.net		
Correspondent Name:	Lawrence King		
Address Line 1:	King & King		
Address Line 2:	510 W. 21st Street		
Address Line 4:	Merced, CALIFORNIA 95340		
NAME OF SUBMITTER:	Lawrence King		

OP \$90.00 78865872

Signature:	/Lawrence King/
Date:	04/27/2007
Total Attachments: 7 source=NETXEN ip security agreement pdf#page1.tif source=NETXEN ip security agreement pdf#page2.tif source=NETXEN ip security agreement pdf#page3.tif source=NETXEN ip security agreement pdf#page4.tif source=NETXEN ip security agreement pdf#page5.tif source=NETXEN ip security agreement pdf#page6.tif source=NETXEN ip security agreement pdf#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 28, 2007, by and between Greater Bay Venture Banking, a division of Greater Bay Bank, N.A. ("Bank") and NETXEN, INC., a Delaware corporation ("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 of even date herewith (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).

B. 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.


GRANTOR:

Address of Grantor:

3965 Freedom Circle, Fourth Floor
Santa Clara, CA 95054

Attn: Chief Financial Officer

NETXEN, INC.

By: 

Title: _____

BANK:

Address of Bank:

Three Palo Alto Square, Suite 150
Palo Alto, CA 94306

Attn: Jennifer Schellenberg

GREATER BAY VENTURE BANKING, A DIVISION
OF GREATER BAY BANK, N.A.

By: 
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

**NetXen, Inc.
Patent Summary Report
November 7, 2006**

List of Patent and Patent Applications

1. On-Chip Packet-Based Interconnections using Repeaters/Routers. Patent number 699 6785
2. Method and Apparatus for Performing Computations and Operations on Data Using Data Steering, file number 09/992,637.
3. Dual-Mode Network Storage Systems and Methods, file number 10/213,237.
4. Systems and Methods using Distributed On-Chip Memory Controllers, file number 10/680,539
5. On-Chip Switching using Hardware-Implemented Linked-List Management, file number 10/792,597
6. Direct Hardware Processing of Internal Data Structure Fields, file number 10/848,485
7. Computer Processor Pipeline with Shadow Registers for Context Switching and Method , file number 11/169138 (international Application)

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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NetXen, Inc.
Trademark Summary Report
November 7, 2006

<u>Mark</u>	<u>Country</u>	<u>Classes</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Status</u>
AGILE DATACENTER	United States	09	78,865,872	4/20/2006	Pending
INTELLIGENT NIC	Canada	09	1,314,306	8/18/2006	Pending
INTELLIGENT NIC	Japan	09	2006-78,942	8/24/2006	Pending
INTELLIGENT NIC	Taiwan	09	95,042,451	8/18/2006	Pending
INTELLIGENT NIC	United States	09	78,841,834	3/20/2006	Pending
INTELLIGENT NIC	European Union	09, 41, 42	005,264,461	8/18/2006	Pending
NETXEN	Canada	09	1,312,986	8/8/2006	Pending
NETXEN	China (PRC)	09	1,477,341	8/8/2006	Pending
NETXEN	India	09	2006-74,014	8/8/2006	Pending
NETXEN	Japan	09	95,040,626	8/8/2006	Pending
NETXEN	Taiwan	09	78,810,537	2/8/2006	Pending
NETXEN	United States	09	00,5245,451	8/8/2006	Pending
NETXEN	European Union	09, 41, 42			