

06-13-2007

United States Patent and Trademark Office



103415929

To the Director of the U.S. Pa

lached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara, CA 95054

6.12.07

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

Additional name(s) of conveying parties attached?  Yes  No

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

Execution Date(s): June 5, 2007

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : Release

Additional name(s) of conveying parties attached?  Yes  No

Name: Tectura Corporation

Internal Address

Street Address: 333 Twin Dolphin Drive STE 750

City: Redwood City

State: CA

Country: USA

Zip: 94065

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

B. Trademark Registration No.(s)

2811098

2854289

2790372

06/12/2007 DBYRNE 00000168 2811098

01 FC:8521 40.00 OP

02 FC:8522 50.00 OP

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

Additional sheets attached?  Yes  No

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

Name: Silicon Valley Bank

Internal Address: HF154

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

Phone Number: (408)654-4044

Fax Number: (408)654-6313

Email Address: AMDC@SVB.COM

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 90.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name

9. Signature.

*Paulina Estrada*  
Signature

June 5, 2007  
Date

Paulina Estrada  
Name of Person Signing

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

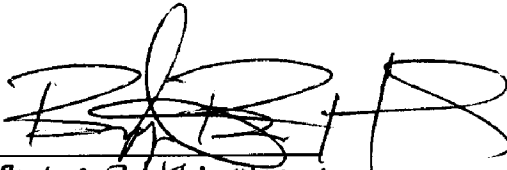
TRADEMARK

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Tectura Corporation** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, February 11, 2004, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 8, 2004, Reel 2927, Frame 0499.

Dated: **June 5, 2007**

SILICON VALLEY BANK

By:   
Name: Bryan Battinovich  
Title: Operation Department Manager

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 11, 2004 and effective the Effective Date by and between SILICON VALLEY BANK ("Bank") and TECTURA 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 February 11, 2004 (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 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.

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.

TRADEMARK

REEL: 003561 FRAME: 0759

GRANTOR:

TECTURA CORPORATION

By: 

Title: Chief Financial Officer

Address of Grantor:

1230 A. Washington St., Suite 111

Tempe, AZ 85281

Attn: Gregory M. Caputo

BANK:

SILICON VALLEY BANK

By: 

Title: SVP

Effective Date: \_\_\_\_\_, 2004

Address of Bank:

3003 Tasman Drive

Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Wednesday, 09/23/2014 10:00 AM

Trademark      Client Number/Subcase      Application      Publication      Registration      Status

REQLOGIC      24821-030/  
United States of America      76/398055      16-Sep-2003      2790372      Registered  
09-Dec-2013

*Class(es):* 009  
*Client:* Tectura Corporation  
*Agent Name:*  
*Owner Name:* Tectura Corporation  
*Other Number:*  
*Attorney(s):* PA    PT    CCC  
*Client Ref:*  
*Agent Ref:*  
*First Use Date:*  
*Priority Ctry:*

TECTURA      24821-033-2Z/  
European Community      2391670      13-May-2002      2391670      Registered  
28-Sep-2011

*Class(es):* 009, 042  
*Client:* Tectura Corporation  
*Agent Name:* Mitscherlich & Partner  
*Owner Name:* Tectura Corporation  
*Other Number:*  
*Attorney(s):* PA    PT    CCC  
*Client Ref:*  
*Agent Ref:*  
*First Use Date:*  
*Priority Ctry:*

TECTURA      24821-033-20/  
United States of America      76/247677      04-Jun-2002           Published  
28-Apr-2001

*Class(es):* 9  
*Client:* Tectura Corporation  
*Agent Name:*  
*Owner Name:* Tectura Corporation  
*Other Number:*  
*Attorney(s):* PA    PT    CCC  
*Client Ref:*  
*Agent Ref:*  
*First Use Date:*  
*Priority Ctry:*



Trademark	Client Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
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TECTURA	24821-033-21/ United States of America	76/232960 28-Mar-2001	23-Oct-2002	PA PT CCC	Published
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*Class(es):* 042, 035  
*Client:* Tectura Corporation  
*Agent Name:*  
*Owner Name:* Tectura Corporation  
*Other Number:*

*Attorney(s):* PA PT CCC  
*Client Ref:*  
*Agent Ref:*  
*First Use Date:*  
*Priority Ctry:*



EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date