

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |                       |                    |
|------------------------------|-------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |                       |                    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |                       |                    |
| <b>CONVEYING PARTY DATA</b>  |                   |                       |                    |
| <b>Name</b>                  | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b> |
| Atrica Israel Ltd.           |                   | 05/30/2007            | CORPORATION:       |

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>RECEIVING PARTY DATA</b> |                                     |
| <b>Name:</b>                | SPVC VI, LLC                        |
| <b>Street Address:</b>      | 601 Carlson Parkway                 |
| <b>Internal Address:</b>    | Suite 600                           |
| <b>City:</b>                | Minnetonka                          |
| <b>State/Country:</b>       | MINNESOTA                           |
| <b>Postal Code:</b>         | 55305                               |
| <b>Entity Type:</b>         | LIMITED LIABILITY COMPANY:          |
| <b>Name:</b>                | GunnAllen Venture Partners X-A, LLC |
| <b>Street Address:</b>      | 5002 West Waters Blvd.              |
| <b>City:</b>                | Tampa                               |
| <b>State/Country:</b>       | FLORIDA                             |
| <b>Postal Code:</b>         | 33634                               |
| <b>Entity Type:</b>         | LIMITED LIABILITY COMPANY:          |
| <b>Name:</b>                | JK&B Capital Fund IV, L.P.          |
| <b>Street Address:</b>      | 180 North Stetson Avenue            |
| <b>Internal Address:</b>    | Suite 4500                          |
| <b>City:</b>                | Chicago                             |
| <b>State/Country:</b>       | ILLINOIS                            |
| <b>Postal Code:</b>         | 60601                               |
| <b>Entity Type:</b>         | LIMITED PARTNERSHIP:                |
| <b>Name:</b>                | JK&B Capital Fund IV, Q.I.P.        |
| <b>Street Address:</b>      | 180 North Stetson Avenue            |
| <b>Internal Address:</b>    | Suite 4500                          |

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|                |          |
|----------------|----------|
| City:          | Chicago  |
| State/Country: | ILLINOIS |
| Postal Code:   | 60601    |
| Entity Type:   | Q.I.P.:  |

|                   |                                |
|-------------------|--------------------------------|
| Name:             | Benhamou Global Investors, LLC |
| Street Address:   | 540 Cowper Street              |
| Internal Address: | Suite 200                      |
| City:             | Palo Alto                      |
| State/Country:    | CALIFORNIA                     |
| Postal Code:      | 94301                          |
| Entity Type:      | LIMITED LIABILITY COMPANY:     |

|                 |                                    |
|-----------------|------------------------------------|
| Name:           | Litung Venture Capital Corporation |
| Street Address: | 10F, 261, Sung-Chiang Road         |
| City:           | Taipei                             |
| State/Country:  | TAIWAN                             |
| Postal Code:    | ROC                                |
| Entity Type:    | CORPORATION:                       |

|                   |                       |
|-------------------|-----------------------|
| Name:             | Innovacom 4           |
| Street Address:   | 801 Gateway Boulevard |
| Internal Address: | Suite 500             |
| City:             | South San Francisco   |
| State/Country:    | CALIFORNIA            |
| Postal Code:      | 94080                 |
| Entity Type:      | CORPORATION:          |

|                   |                    |
|-------------------|--------------------|
| Name:             | William J. Cadogan |
| Street Address:   | 81 Seagate Drive   |
| Internal Address: | Unit 1203          |
| City:             | Naples             |
| State/Country:    | FLORIDA            |
| Postal Code:      | 34103              |
| Entity Type:      | INDIVIDUAL:        |

|                 |                      |
|-----------------|----------------------|
| Name:           | Gemini Israel III LP |
| Street Address: | 9 Hamenofim Street   |
| City:           | Herzliya             |
| State/Country:  | ISRAEL               |

|              |                      |
|--------------|----------------------|
| Postal Code: | 46725                |
| Entity Type: | LIMITED PARTNERSHIP: |

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | Gemini Israel III Overflow Fund L.P. |
| Street Address: | 9 Hamenofim Street                   |
| City:           | Herzliya                             |
| State/Country:  | ISRAEL                               |
| Postal Code:    | 46725                                |
| Entity Type:    | LIMITED PARTNERSHIP:                 |

|                 |                                      |
|-----------------|--------------------------------------|
| Name:           | Gemini Israel III Parallel Fund L.P. |
| Street Address: | 9 Hamenofim Street                   |
| City:           | Herzliya                             |
| State/Country:  | ISRAEL                               |
| Postal Code:    | 46725                                |
| Entity Type:    | LIMITED PARTNERSHIP:                 |

|                 |                               |
|-----------------|-------------------------------|
| Name:           | Gemini Partner Investors L.P. |
| Street Address: | 9 Hamenofim Street            |
| City:           | Herzliya                      |
| State/Country:  | ISRAEL                        |
| Postal Code:    | 46725                         |
| Entity Type:    | LIMITED PARTNERSHIP:          |

|                 |                         |
|-----------------|-------------------------|
| Name:           | Randolph Associates     |
| Street Address: | 200 East Randolph Drive |
| City:           | Chicago                 |
| State/Country:  | ILLINOIS                |
| Postal Code:    | 60601                   |
| Entity Type:    | CORPORATION:            |

|                 |                         |
|-----------------|-------------------------|
| Name:           | Legend Ventures I, L.P. |
| Street Address: | 7100 Arrowood Road      |
| City:           | Bethesda                |
| State/Country:  | MARYLAND                |
| Postal Code:    | 20817                   |
| Entity Type:    | LIMITED PARTNERSHIP:    |

|                 |                            |
|-----------------|----------------------------|
| Name:           | Randolph Street Partners V |
| Street Address: | 200 East Randolph Drive    |

|                |              |
|----------------|--------------|
| City:          | Chicago      |
| State/Country: | ILLINOIS     |
| Postal Code:   | 60601        |
| Entity Type:   | CORPORATION: |

|                   |                                |
|-------------------|--------------------------------|
| Name:             | HSP Multiple Strategy Fund LLC |
| Street Address:   | 3366 North Torrey Pines Court  |
| Internal Address: | Suite 210                      |
| City:             | La Jolla                       |
| State/Country:    | CALIFORNIA                     |
| Postal Code:      | 92037                          |
| Entity Type:      | LIMITED LIABILITY COMPANY:     |

|                 |                                 |
|-----------------|---------------------------------|
| Name:           | Tomasetta Family Partnership LP |
| Street Address: | 3651 Via de Costa               |
| City:           | Thousand Oaks                   |
| State/Country:  | CALIFORNIA                      |
| Postal Code:    | 91360                           |
| Entity Type:    | LIMITED PARTNERSHIP:            |

|                   |                                    |
|-------------------|------------------------------------|
| Name:             | Waveland Technology Partners, L.P. |
| Street Address:   | 19800 MacArthur Boulevard          |
| Internal Address: | Suite 650                          |
| City:             | Irvine                             |
| State/Country:    | CALIFORNIA                         |
| Postal Code:      | 92612                              |
| Entity Type:      | LIMITED PARTNERSHIP:               |

|                 |   |
|-----------------|---|
| Name:           | Ira Dehyimy c/o Vitesse Semiconductor Corp. |
| Street Address: | 741 Calle Plano                             |
| City:           | Camarillo                                   |
| State/Country:  | CALIFORNIA                                  |
| Postal Code:    | 93012                                       |
| Entity Type:    | CORPORATION:                                |

|                   |                                 |
|-------------------|---------------------------------|
| Name:             | The Challenge Fund-Etgar II, LP |
| Street Address:   | 20 Lincoln Street               |
| Internal Address: | 20th Floor                      |
| City:             | Tel Aviv                        |
| State/Country:    | ISRAEL                          |

|              |                      |
|--------------|----------------------|
| Postal Code: | 67134                |
| Entity Type: | LIMITED PARTNERSHIP: |

PROPERTY NUMBERS Total: 3

| Property Type        | Number   | Word Mark                    |
|----------------------|----------|------------------------------|
| Registration Number: | 2743188  | ATRICA                       |
| Registration Number: | 2772222  | ASPEN                        |
| Serial Number:       | 78744385 | THE CARRIER ETHERNET COMPANY |

**CORRESPONDENCE DATA**

Fax Number: (612)607-7100  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-607-7000  
 Email: chilberg@oppenheimer.com  
 Correspondent Name: Oppenheimer Wolff & Donnelly LLP  
 Address Line 1: 45 South Seventh Street  
 Address Line 2: Plaza VII, Suite 3300  
 Address Line 4: Minneapolis, MINNESOTA 55402-1609

|                         |           |
|-------------------------|-----------|
| ATTORNEY DOCKET NUMBER: | 22679-184 |
|-------------------------|-----------|

**DOMESTIC REPRESENTATIVE**

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

|                    |                          |
|--------------------|--------------------------|
| NAME OF SUBMITTER: | Christopher R. Hilberg   |
| Signature:         | /Christopher R. Hilberg/ |
| Date:              | 07/03/2007               |

Total Attachments: 35  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of May 30, 2007, is made by and among Atrica Israel Ltd., an Israeli corporation (the "Debtor"), and the parties listed on Schedule 1 hereto (each a "Secured Party" and collectively, the "Secured Parties").

### RECITALS

The Secured Parties have made certain loans to Atrica, Inc. (the "Company") as evidenced by those certain Secured Convertible Promissory Notes dated of even date herewith in favor of each of the Secured Parties (collectively, the "Secured Notes") issued pursuant to that certain Note Purchase Agreement dated of even date herewith among the Company and the Secured Parties (the "Note Purchase Agreement").

The Debtor is a wholly owned subsidiary of the Company and will benefit from the Company's issuance of the Secured Notes to the Secured Parties.

As a condition to extending credit to the Company under the Secured Notes, the Secured Parties have required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description which the Company or the Debtor may now or at any time hereafter owe to the Secured Parties, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent, including, without limitation, all obligations under the Secured Notes and this Agreement.

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, including any provisional and non-provisional patent applications, issued patents, reissued patents, re-examinations, divisionals, continuations, continuation-in-parts thereof and any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, any patent application listed on Exhibit A, this list being non-exclusive.

"Permitted Liens" means (i) the Security Interest, (ii) covenants, restrictions, rights, easements and minor irregularities in title that do not materially interfere with the Debtor's business or operations as presently conducted, (iii) liens securing the Permitted Indebtedness (as defined in the Note Purchase Agreement), (iv) liens for taxes not yet

delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (v) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's, landlord's and mechanics' liens and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (vi) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (vii) liens upon any equipment acquired or held by Company or any of its Subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (viii) liens in favor of customs and revenue authorities arising as a matter of law to secure payments of customs duties in connection with the importation of goods, (ix) liens which constitute rights of setoff of a customary nature or banker's liens, whether arising by law or by contract; and (x) leases or subleases and licenses or sublicenses granted in the ordinary course of business.

“Requisite Interest” means Secured Parties holding at least 66% of the aggregate outstanding principal amount under the Secured Notes.

“Trademarks” means all of the Debtor's present and future right, title and interest in and to marks, including, but not limited to, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks, including, without limitation, the marks listed on Exhibit B, this list being non-exclusive.

## 2. Guarantee and Security Interest.

(a) The Debtor hereby absolutely and unconditionally guarantees to the Secured Parties the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of each and every liability and obligation of the Company under the Secured Notes and the Note Purchase Agreement.

(b) The Debtor hereby irrevocably pledges and grants the Secured Parties a security interest, with power of sale to the extent permitted by law (the “Security Interest”), in the Patents and the Trademarks to secure payment of the Obligations. Upon the Secured Parties' request, the Debtor shall execute financing statements or other applicable documents covering the Patents and the Trademarks and take such other steps as are necessary to cooperate with the Secured Parties to perfect its security interest granted herein. The Security Interest, whether now or hereafter existing in connection with the Obligations, on any assets or property of the Debtor or any proceeds therefrom



shall be subordinate in priority to all liens now or hereafter granted to any holder of Permitted Indebtedness (as defined in the Note Purchase Agreement) by the Debtor or by law, notwithstanding the date, order or method of attachment or perfection of any such lien or the provisions of any applicable law and each Secured Party agrees to execute and deliver customary forms of subordination agreement requested from time to time by holder(s) of Permitted Indebtedness, and as a condition to Holder's rights hereunder, the Debtor may require that Holder execute such forms of subordination agreement.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its certificate of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct legal name of the Debtor is Atrica Israel Ltd. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Trademarks as of the date hereof. The Debtor further represents and warrants that:

- (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (ii) The Trademarks that are registered are valid and enforceable;
- (iii) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (iv) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (v) The Debtor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of goods and services marked by the Trademarks.

(d) **Title.** The Debtor has absolute title to each Patent listed on Exhibit A, and each Trademark listed on Exhibit B, free and clear of all security interests, liens and encumbrances, except for Permitted Liens and the Security Interest granted herein, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Security Interest, (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest granted herein and (iii) has obtained and will obtain enforceable written assignments from all employees assigning to the Debtor all technology and intellectual property created by its employees in connection with their employment.

(e) **No Sale.** Except for licensing in the ordinary course of business, the Debtor will not sell or otherwise dispose of the Patents or the Trademarks, or any interest therein, or grant any lien, encumbrance or security interest to any third party without the prior written consent of the Requisite Interest.

(f) **Defense.** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and the Trademarks against all claims or demands of all persons other than the Secured Parties.

(g) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Parties with (i) sufficient written notice to allow the Secured Parties to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) **The Secured Parties' Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 days after the Secured Parties give the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Parties that it intends to abandon a Patent or Trademark, the Secured Parties may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Parties' option, in the Secured Parties' own names) and may (but need not) take any and all other actions which the Secured Parties may reasonably deem necessary to cure or correct such failure.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under

any applicable law, the Debtor shall pay the Secured Parties on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Parties in connection with or as a result of the Secured Parties' taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Parties at the highest rate then applicable to any of the Obligations.

(j) **Power of Attorney.** To facilitate the Secured Parties' taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Parties, or their delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Parties, after an Event of Default, to enforce or use the Patents or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

4. **The Debtor's Use of the Patents and the Trademarks.** The Debtor shall be permitted to control and manage the Patents and the Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "**Event of Default**"): (a) the occurrence of an Event of Default, as defined in the Secured Notes; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement contained in this Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, during the continuance of an Event of Default, the Secured Parties may, at their option, exercise and enforce any or all rights and remedies available under the Uniform Commercial Code and may also take any or all of the following actions:

(a) The Secured Parties may exercise any or all remedies available under the Secured Notes;

(b) The Secured Parties may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and the Trademarks; and

(c) The Secured Parties may enforce the Patents and the Trademarks and any licenses thereunder, and if the Secured Parties shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Parties, do any and all lawful acts and execute any and all proper documents required by the Secured Parties in aid of such enforcement.

7. Notice. Any notice or other communications hereunder to the parties hereto shall be in writing and may be personally served or sent by United States mail, registered or certified, postage pre-paid and properly addressed as set forth below its signature or on Schedule 1 hereto, as the case may be.

8. The Secured Parties. The Secured Parties agree that none of the Secured Parties shall take any action under this Agreement without the written consent of a Requisite Interest.

9. Termination of Security Interest. Upon the indefeasible payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Patents and Trademarks shall revert to the Debtor. Upon such termination, the Secured Parties hereby authorize the Debtor to file any documents or instrument requested by the Debtor in order to terminate the security interest and the Secured Parties will execute and deliver to the Debtor such documents or instruments as the Debtor shall reasonably request to evidence such termination.

10. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Requisite Interest. A waiver signed by the Secured Parties shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Parties' rights or remedies. All rights and remedies of the Secured Parties shall be cumulative and may be exercised singularly or concurrently, at the Secured Parties' options, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Parties shall not be obligated to preserve any rights that the Debtor may have against prior parties, to realize on the Patents and the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Parties and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Parties, and the Debtor waives notice of the Secured Parties' acceptance hereof. The Secured Parties may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Parties to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the state of Delaware without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. The parties hereto hereby (i) consent to the personal

jurisdiction of the state and federal courts located in the State of Delaware in connection with any controversy related to this Agreement; (ii) waive any argument that venue in any such forum is not convenient; (iii) agree that any litigation initiated by the Secured Parties or the Debtor in connection with this Agreement or the Secured Notes may be venued in either the state or federal courts located in New Castle County, Delaware; and (iv) agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

*[signature page follows]*

SCHEDULE 1

LIST OF THE SECURED PARTIES AND THEIR ADDRESSES

SPVC VI, LLC  
c/o Vesbridge Partners, LLC  
601 Carlson Parkway, Suite 600  
Minnetonka, MN 5505

With a copy to:  
Split Rock Partners, LLC  
10400 Viking Drive, Suite 550  
Eden Prairie, MN 55344

GunnAllen Venture Partners X-A, LLC  
5002 W. Waters Blvd.  
Tampa, Fl 33634

JK&B Capital Fund IV, L.P.  
180 N. Stetson Avenue, Suite 4500  
Chicago, IL 60601

JK&B Capital Fund IV, Q.I.P.  
180 N. Stetson Avenue, Suite 4500  
Chicago, IL 60601

Benhamou Global Investors, LLC  
Attn: Eric Benhamou  
540 Cowper Street, Suite 200  
Palo Alto, CA 94301

Litung Venture Capital Corporation  
10F, 261, Sung-Chiang Road  
Taipei, Taiwan ROC

Innovacom 4  
c/o Innovacom Venture Capital  
801 Gateway Blvd, Suite 500  
South San Francisco, CA 94080

William Cadogan  
81 Seagate Drive, Unit 1203  
Naples, FL 34103

Gemini Israel III LP  
9 Hamenofim Street  
Herzliya 46725, Israel

Gemini Israel III Overflow Fund L.P.  
9 Hamenofim Street  
Herzliya 46725, Israel

Gemini Israel III Parallel Fund L.P.  
9 Hamenofim Street  
Herzliya 46725, Israel

Gemini Partner Investors L.P.  
9 Hamenofim Street  
Herzliya 46725, Israel

Randolph Associates  
c/o Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, IL 60601

Legend Ventures I, L.P.  
7100 Arrowood Road  
Bethesda, MD 20817

Randolph Street Partners V  
c/o Kirkland & Ellis  
200 E. Randolph Drive  
Chicago, IL 60601

HSP Multiple Strategy Fund LLC  
3366 N. Torrey Pines Court  
Suite 210  
La Jolla, CA 92037

Tomasetta Family Partnership  
3651 Via de Costa  
Thousand Oaks, CA 91360

Waveland Technology Partners, L.P.  
19800 MacArthur Boulevard  
Suite 650  
Irvine, CA 92612

Ira Dehyimy  
c/o Vitesse Semiconductor Corp.  
741 Calle Plano  
Camarillo, CA 93012

The Challenge Fund-Etgar II, LP  
Attn: Gil Hermon  
20 Lincoln Street, 20<sup>th</sup> Floor  
Tel Aviv, 67134  
Israel



## EXHIBIT A

### UNITED STATES PATENTS AND PATENT APPLICATIONS

#### Patents

Mechanism and Protocol for per connection based service level agreement measurement, by Amir Lahat, Ronen Ofek, Yoav Kluger, Lior Shabtay. Filed on 28/6/2001. Serial number: 09/894666. Patent number: 6,643,612. Issued: November 4, 2003

Virtual Bidirectional Connection System For Unidirectional Processing Cards, by Eyal Lichtman, Eric Hendell. Filed on 24/6/2002. Serial number: 10/179527. Patent number: 6,795,609. Issued: September 21, 2004

Path rerouting mechanism utilizing multiple link bandwidth allocations, by Lior Shabtay, Leonid Shmulevich, Yoram Shamir, Ofir Friedman, Yaron Raz, Zachi Pickholtz, contact is Lior Shabtay. Filed on: 30/7/2001. Serial number: 09/918278. Patent number: 6895441. Issued: May 17, 2005

Facility for transporting TDM streams over an asynchronous ethernet network using internet protocol, by Amir Lahat, filed on the 15/12/2000, U.S serial number: 09/738597. Patent number: 6,963,561. Issued: November 8, 2005

Network hub employing 1:N optical protection, by Eyal Lichtman, Lior Shabtay. Filed on 22/4/2002. Serial number: 10/126,983. Patent number: 7072584. Issued: July 4, 2006

Fast Connection Protection in a Virtual Local Area Network Based Stack Environment, by Lior Shabtay, Yoav Kluger, Yaron Raz. Filed on 23/7/2002. Serial number: 10/201852. Patent number: 7093027. Issued: August 15, 2006.

Optical network terminator, by Eyal Lichtman et al., filed on 12/2/2001, U.S. serial number: 09/781461. Patent number: 7,106,969. Issued: September 12, 2006

Link level network protection path calculation mechanism for use in optical networks, by Ronen Ofek, Lior Shabtay, contact is Ronen Ofek. Filed on: 30/7/2001. Serial number: 09/918277. Patent number: 7155120. Issued: December 26, 2006

End-to-end notification of local protection using OAM protocol, by Lior Shabtay, Yaron Raz, Yoav Kluger. Filed on 5/7/2002. Serial number: 10/190236. Patent Number: 7197008. Issued: March 27, 2007

#### Patents Applications

WDM support for MAC based transmission, by Eyal Lichtman, Erik Hendel, and Leonid Shmulevich., first filed on the 6/2/2001, U.S. serial number: 09/777581. Second filing: 5/4/2006, serial number 11/278807

Data re-sync over Ethernet networks, by On Paradis, Amir Lahat, Zvika Bronstein, Paul Hardak, Gila Klein. Filed on 14/8/2001. Serial number: 60/312520.

Link Multiplexing Mechanism Utilizing Path Oriented Forwarding, by Yaron Raz, Uri Avimor, Ofir Friedman, Lior Shabtay. Filed on 23/7/2002. Serial number: 10/201812

Scalable multicast service protection, by Lior Shabtay, Yoav Kluger. Filed on 11/3/2003. Serial number: 10/386044

Connection protection mechanism for dual homed access, aggregation, and customer edge devices, by Lior Shabtay, Yaron Raz. Filed on: 28/5/2003. Serial number: 10/447835

Centralized clock synchronization for time division multiplexed traffic transported over ethernet networks, by Yaron Raz, Paul Hardak, Amir Lahat, Alex Arnon, Gila Klein. Filed on: 10/6/2003. Serial number: 10/459,217

PACKET/OCTET LOSS MEASUREMENT FOR BRIDGING DOMAINS, by Lior Shabtay, Sergei Kaplan. Filed on: 30/7/2003. Serial number: 10/631,451

Apparatus for and method of support for committed over excess traffic in a distributed queuing system, by Golan Schzukin, Lior Shabtay, Doron Vider, Yaron Raz. Filed on 5/11/2004. Serial Number 10/982,584.

Policy-aware Frame/Packet loss Measurements, by Lior Shabtay. Filed on 14/5/2006. Serial Number 11/383,207

Policing machine incorporating randomization of rate threshold, by Golan Schzukin, Yoav Honig. Provisional patent was filed on 23/5/2006, Serial Number 60/803018. Actual filing on 3/8/2006, Serial Number: 11/462,108

Clock synchronization over Ethernet, by Zvi Shmilovici  
Serial No. 11/538,146, Filed: 3/10/2006  
Provisional Serial No.: 60/806,039 Provisional Filed: 28/6/2006

Clock synchronization and distribution over a legacy optical Ethernet network, by Yoav Wechsler, Zvi Shmilovici  
Serial Number: 11/538,168, Filed: 3/10/2006  
Provisional: 60/807,307 Provisional Filed: 13/7/2006

Intrusion detection on point-to-point links, by Lior Shabtay, Yael Dayan, Dror Caspi.  
Filed: 29/9/2006. Serial Number: 11/536,739

EXHIBIT B

UNITED STATES TRADEMARKS & TRADEMARK APPLICATIONS

U.S.

Mark: ATRICA.

Registration number: 2,743,188

Owner: Atrica Israel Ltd

In Class 9, 38, and 42.

Class 9: Computer networking hardware, namely, switches and routers; computer applications software for monitoring and managing communications networks.

Class 38: Providing telecommunication services between computer networks; providing multiple user access to computer networks.

Status: registered on July 29, 2003.

Mark: ASPEN

Registration number: 2,772,222

Owner: Atrica Israel Ltd

In Class 9,

Class 9: network and service management application software, namely, software that enables service providers end to end management and control of networks and devices.

Status: registered on October 7, 2003

Mark: The Carrier Ethernet Company

Application number: 78/744,385

Owner: Atrica Israel Ltd

In Class 9 and 38,

Status: application filed on November 1, 2005

The registration is filed to the supplemental registry

EUROPE

An application for Community Trademark (CTM) was submitted to the Office for Harmonization in the Internal Market. CTM is valid across the European Community.

Mark: ATRICA.

Registration number: 001860279

Owner: Atrica Israel Ltd

In Class 9, 38, and 42.

Class 9: Computer hardware and software.

Class 38: Telecommunication services.

Class 42: Providing access to computer networks.

Date of grant: 16 July 2004

Japan

Mark: ATRICA.

Registration number: 4523162, 4531323

Owner: Atrica Israel Ltd

In Class 9, 38

Class 9: Computers, including central processing units, programmed-data-encoded CD-ROMs, electronic circuits, magnetic disks, magnetic tapes and peripheral equipment.

Class 38: Communication by computer terminals through computer networks, communications by television telephones and other telephones through computer networks, accessing computer networks by computer terminals.

Status: Registered (November 16, 2001 class 9, December 21, 2001 class 38)

Israel

Mark: ATRICA.

Registration number: 142113, 142114, 142115

Owner: Atrica Israel Limited

In Class 9, 38, and 42

Class 9: Computer hardware and software for access to computer networks.

Class 38: Providing telecommunication services between computer networks.

Class 42: Providing access to computer networks.

Status: Registered (September 14, 2000)

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date written above.

**THE DEBTOR:**

ATRICA ISRAEL LTD.

By: Vivek Ragavan

Name: VIVEK RAGAVAN

Its: PRES & CEO

Address:

Atrica Israel Ltd.

5 Shenkar Street

Hertzeliya, Israel

Attn: General Counsel

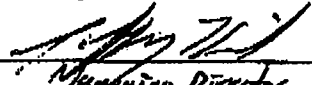
*(Signature page to the Intellectual Property Security Agreement)*

**THE SECURED PARTIES:**

**SPVC VI, LLC**

By: SPVC Management VI, LLC

Its: Managing Member

By:   
Its: Managing Director

*(Signature page to the Intellectual Property Security Agreement)*

**GUNNALLEN VENTURE PARTNERS X  
A, LLC**

By:   
Its: Managing Member

*(Signature page to the Intellectual Property Security Agreement)*

**JK&B CAPITAL FUND IV, L.P.**

By: 

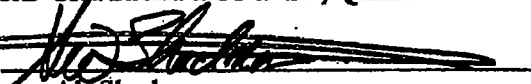
Name: Ali Shadman

Title: General Partner

*(Signature page to the Intellectual Property Security Agreement)*



**JK&B CAPITAL FUND IV, Q.I.P.**

By: 

Name: Ali Shadman  
Title: General Partner

*(Signature page to the Intellectual Property Security Agreement)*

**INVESTOR:**

Benhamou Global Ventures

(Name of Investor)

By: Eric Benhamou

Name: ERIC BENHAMOU

Title: CEO

*(Signature page to the Intellectual Property Security Agreement)*

**TRADEMARK**

**REEL: 003573 FRAME: 0661**

**INVESTOR:**



\_\_\_\_\_  
(Name of Investor)

By: LITUNG VENTURE CAPITAL CORP.

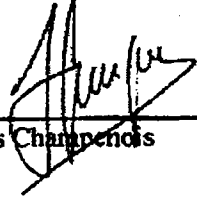
Name: Tsui-Hui Huang

Title: President

*(Signature page to the Intellectual Property Security Agreement)*

**INNOVACOM 4**

By: INNOVACOM GESTION  
Its: Chairman of the Board



---

Denis Champencis

*(Signature page to the Intellectual Property Security Agreement)*

**INVESTOR:**

William J. Cadogan  
(Name of Investor)

By: William J. Cadogan

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*(Signature page to the Intellectual Property Security Agreement)*

**INVESTOR:**

\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GEMINI ISRAEL III L.P By its general partner:  
GEMINI CAPITAL ASSOCIATES III L.P By its general partner:  
GEMINI CAPITAL FUND MANAGEMENT LTD.

  
**Yossi Seia**  
Managing Partner

  
**David Cohen**  
General Partner, CFO

*(Signature page to the Intellectual Property Security Agreement)*

**INVESTOR:**

\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MINI ISRAEL III OVERFLOW FUND L.P. By its general partner  
MINI CAP III ASSOCIATES III L.P. By its general partner  
MINI CAPITAL FUND MANAGEMENT LTD.

  
**Yossi Sela**  
Managing Partner

  
**David Cohen**  
General Partner, CFO

*(Signature page to the Intellectual Property Security Agreement)*

**INVESTOR:**

\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GEMINI ISRAEL III PARALLEL FUND LP By its general partner  
GEMINI CAPITAL ASSOCIATES III LP By its general partner  
GEMINI CAPITAL FUND MANAGEMENT LTD.

  
**David Cohen**  
General Partner, CFO

  
**Yossi Sela**  
Managing Partner

*(Signature page to the Intellectual Property Security Agreement)*



**INVESTOR:**

\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GEMINI PARTNER INVESTORS L.P.**

  
**Yossi Sela**  
Managing Partner

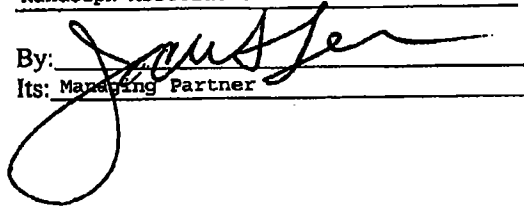
  
**David Cohen**  
General Partner, CFO

*(Signature page to the Intellectual Property Security Agreement)*

Randolph Associates

By:

Its: Managing Partner

A handwritten signature in black ink, appearing to read "J. Auster", is written over two horizontal lines. The signature is fluid and cursive, with a large loop at the bottom left.

*(Signature page to Intellectual Property Security Agreement)*

Legend Ventures I, LP  
By: Frank Klein  
Its: MANAGING PARTNER

*(Signature page to Intellectual Property Security Agreement)*

**INVESTOR:**

Randolph Street Partners V

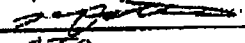
(Name of Investor)

By: 

Name: Jack S. Levin

Title: General Partner's Manager

*(Signature page to the Intellectual Property Security Agreement)*

HSP Multiple Strategy Fund LLC  
By: HSP Group, Inc. (Its manager)  
By:   
Its: CEO

*(Signature page to Intellectual Property Security Agreement)*

**INVESTOR:**

TOMASETTA FAMILY PARTNERSHIP LP  
(Name of Investor)

By: Jon R. Tomasetta

Name: Louis R Tomasetta

Title: General Partner

*(Signature page to the Intellectual Property Security Agreement)*

Waveland Technology Partners, L.P.  
By: [Signature] For Siemens  
Its: Manager

*(Signature page to Intellectual Property Security Agreement)*

**INVESTOR:**

Ira Dehning  
(Name of Investor)

By: Ira Dehning

Name: Ira Dehning

Title: TRR: Dehning Trust

*(Signature page to the Intellectual Property Security Agreement)*



**INVESTOR:**

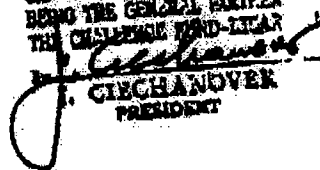
\_\_\_\_\_  
(Name of Investor)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AYEDA-ETGAR NIMUL KLANOT LTD.  
ACTING AS GENERAL PARTNER OF  
CHALLENGE PARTNER II LP.  
BEING THE GENERAL PARTNER  
THE CHALLENGE FUND-ETGAR L.P.

  
J. CIECHANOWER  
PRESIDENT

*(Signature page to the Intellectual Property Security Agreement)*

CT/PT 14 7AR/ON

THE CHALLENGE FUND 972 S 5621999

14 JUN 2007 11:02