

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
COWARE, INC.		12/21/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3979 FREEDOM CIRCLE, SUITE 600		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2938869	CONVERGENSC	
Registration Number:	2938868	DIFFERENTIATE BY DESIGN	
Registration Number:	2780613	INTERFACE SYNTHESIS	
Registration Number:	2577551	COWARE N2C	
Registration Number:	2669389	COWARE	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	031372.000044		

OP \$140.00 2938869

NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	01/02/2008
Total Attachments: 7 source=SVB-CoWare Security Agreement#page1.tif source=SVB-CoWare Security Agreement#page2.tif source=SVB-CoWare Security Agreement#page3.tif source=SVB-CoWare Security Agreement#page4.tif source=SVB-CoWare Security Agreement#page5.tif source=SVB-CoWare Security Agreement#page6.tif source=SVB-CoWare Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 21, 2007 by and between SILICON VALLEY BANK ("Bank") and COWARE, 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 December 21, 2007 (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 and Patents 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 and Trademarks listed on Schedules 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 (the "Intellectual Property Collateral").

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.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

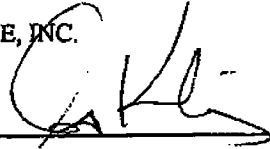
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1732 N. First Street
San Jose, California 95112
Attn: Scott Kleinberg, Chief Financial Officer

GRANTOR:

COWARE, INC.

By:  _____

Title: CFO _____

Address of Bank:

3979 Freedom Circle, Suite 600
Santa Clara, California 95054
Attn: Megan Willard

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP _____

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Filing/ Issue Date</u>
Interface converter for unified view of multiple computer system simulations	11/066841	02/25/2005
Method and system for dynamically adjusting speed versus accuracy of computer platform simulation	11/066945	02/25/2005
Efficient clock models and their use in simulation	11/069616	02/28/2005
Scalable language infrastructure for electronic system level tools	11/356578	02/17/2006
Dynamic host code generation from architecture description for fast simulation	11/584402	10/19/2006
Method and system for instruction-set architecture simulation using just in time compilation	10/309,554	12/3/2002
Automatic generation of structure and control path using hardware description language	10/641,457	8/14/2003
Method and system for debugging a system of a chip design	10/410,116	4/8/2003
Automatic generation of transaction level bus simulation instructions from bus protocol description	10/700,601	11/3/2003
Method of protocol conversion	10/700,600	11/3/2003
Processor/memory co-exploration at multiple abstraction levels	11/069,496	2/28/2005
Generation of instruction set from architecture description	10/936,230	9/7/2004
Generation of compiler description from architecture description	10/815,228	3/30/2004
Method and system of scheduling instructions	11/096,184	3/30/2005
Method and device for compiler retargeting based on instruction semantic models	11/140,353	5/26/2005
Large-scale finite state machines	10/937,645	9/8/2004
Transaction level modeling synthesis	10/976,402	10/28/2004
Method and system for automatic generation of instruction-set documentation from an abstract processor model described using ahierarchical description language	11/145,240	6/3/2005
Output partitioning of large-scale finite state machines	10/937,161	9/8/2004
Determining large-scale finite state machines using constraint relaxation	10/937,068	9/8/2004
Method and device for simulator generation based on semantic to behavioral translation	11/139,373	5/26/2005
Simulating with dynamic run-time accuracy adjustment	11/707,412	2/16/2007

Caching information to map simulation addresses to host addresses in computer system simulations	11/824,880	7/2/2007
A method and system for instruction set simulation with concurrent attachment of multiple debuggers (debug 2)	11/637,418	12/11/2006
System and method for stopping simulation (debug 1)	11/637,374	12/11/2006
Techniques for creating and using a hierarchical data structure	11/607,243	12/1/2006
Debug 3: Cooperative coordination of debuggers attached to the same hardware simulation	11/637,376	12/11/2006
Run-time switching for simulation with dynamic run-time accuracy adjustment	11/707,413	2/16/2007
System and method for enhanced debugging of virtual platforms ¹ (CoWare No. P033.PRO)	Provisional Application No. 60/874,436	12/11/2006
Simulation control techniques ² (CoWare No. P035.PRO)	Provisional Application No. 60/889,523	2/12/2007
Conversion of algorithmic simulation models to architectural models ³ (CoWare No. P036.PRO)	Provisional Application No. 60/901,374	2/13/2007
Program simulation (as amended) ⁴ (CoWare No. P001.EP)	Foreign Application No. 3006928	3/27/2002
Automatic generation of structure and control path using hardware description language ⁵ (CoWare No. P002.EP)	Foreign Application No. 3788527.4	8/16/2003
Scalable c++ language infrastructure for electronic system level tools ⁶ (CoWare No. P018.PCT)	Foreign Application No. PCT/US2006/048069	12/15/2006

¹ Common law rights only.

² Common law rights only.

³ Common law rights only.

⁴ Common law rights only.

⁵ Common law rights only.

⁶ Common law rights only.

Simulating execution of processor instructions⁷
(CoWare No. P022.PCT)

Foreign Application No. 12/15/2009
PCT/US2006/048068

⁷ Common law rights only.

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOFTTARGET (Abandoned)	78599588	03/31/2005
CONVERGENSC (Registered) ¹	2938869	04/05/2005
DIFFERENTIATE BY DESIGN (Registered) ²	2938868	04/05/2005
INTERFACE SYNTHESIS (Registered) ³	2780613	11/04/2003
INTERSTATE SYNTHESIS (Abandoned)	78047281	02/08/2001
NAPKIN TO CHIP (Abandoned)	78044558	01/23/2001
COTEAM (Abandoned)	78044556	01/23/2001
COWARE AWARE (Abandoned)	76152505	10/19/2000
COWARE N2C (Registered) ⁴	2577551	06/11/2002
COWARE (Registered) ⁵	2669389	12/31/2002
COWARE -- European Union (Registered) ⁶	2651057	9/25/2003
COWARE -- Japan (Registered) ⁷	2002-029668	4/30/2004

¹ Assigned the entire interest to Venture Lending & Leasing IV, Inc. in an agreement executed on 12/03/2004 and recorded on 01/03/2005 at reel 3100 and frame 0981.

² Assigned the entire interest to Venture Lending & Leasing IV, Inc. in an agreement executed on 12/03/2004 and recorded on 01/03/2005 at reel 3100 and frame 0981.

³ Assigned the entire interest to Venture Lending & Leasing IV, Inc. in an agreement executed on 12/03/2004 and recorded on 01/03/2005 at reel 3100 and frame 0981.

⁴ Assigned the entire interest to Venture Lending & Leasing IV, Inc. in an agreement executed on 12/03/2004 and recorded on 01/03/2005 at reel 3100 and frame 0981.

⁵ Assigned the entire interest to Venture Lending & Leasing IV, Inc. in an agreement executed on 12/03/2004 and recorded on 01/03/2005 at reel 3100 and frame 0981.

⁶ Common law rights only.

⁷ Common law rights only.