# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

# **CONVEYING PARTY DATA**

| Name                   | Formerly | Execution Date | Entity Type           |
|------------------------|----------|----------------|-----------------------|
| WARBURG PINCUS PRIVATE |          | 104/18/2008    | LIMITED               |
| EQUITY VIII, L.P.      |          |                | PARTNERSHIP: DELAWARE |

# **RECEIVING PARTY DATA**

| Name:           | ZETERA CORPORATION                 |
|-----------------|------------------------------------|
| Street Address: | 16842 Von Karman Avenue, Suite 100 |
| City:           | Irvine                             |
| State/Country:  | CALIFORNIA                         |
| Postal Code:    | 92606                              |
| Entity Type:    | CORPORATION: DELAWARE              |

PROPERTY NUMBERS Total: 10

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 78562134 | Z         |
| Serial Number: | 78978333 | Z         |
| Serial Number: | 78246397 | ZETERA    |
| Serial Number: | 78572384 | ZETERA    |
| Serial Number: | 78978332 | ZETERA    |
| Serial Number: | 78647406 | Z-RAID    |
| Serial Number: | 78672840 | Z-SAN     |
| Serial Number: | 78672844 | Z-FS      |
| Serial Number: | 78672846 | Z-DISK    |
| Serial Number: | 77107119 | NBOD      |

# **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK REEL: 003762 FRAME: 0531

900104496

CH \$265

Phone: 949-253-0944

Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish, Fish & Associates, PC

Address Line 1: 2603 Main Street, Suite 1050

Address Line 4: Irvine, CALIFORNIA 92614-6232

| ATTORNEY DOCKET NUMBER: | 022153.0003      |
|-------------------------|------------------|
| NAME OF SUBMITTER:      | Robert D. Fish   |
| Signature:              | /Robert D. Fish/ |
| Date:                   | 04/18/2008       |

#### Total Attachments: 13

source=Security Interest Release (Warburg)#page1.tif source=Security Interest Release (Warburg)#page2.tif source=Security Interest Release (Warburg)#page3.tif source=Security Interest Release (Warburg)#page4.tif source=Security Interest Release (Warburg)#page5.tif source=Security Interest Release (Warburg)#page6.tif source=Security Interest Release (Warburg)#page7.tif source=Security Interest Release (Warburg)#page8.tif source=Security Interest Release (Warburg)#page9.tif source=Security Interest Release (Warburg)#page10.tif source=Security Interest Release (Warburg)#page11.tif source=Security Interest Release (Warburg)#page12.tif source=Security Interest Release (Warburg)#page13.tif

# RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 18, 2008, is by Warburg Pincus Private Equity VIII, L.P. together with its successors ("Assignee").

- A. WHEREAS, pursuant to (1) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 019927/0793, (2) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 003634/0502, (3) unrecorded Amendment To Security Agreement dated November 7, 2007, a true and correct copy of which is attached hereto as Exhibit B, and (4) unrecorded Second Amendment To Security Agreement dated December 12, 2007, a true and correct copy of which is attached hereto as Exhibit C, Zetera Corporation ("Grantor") granted to Assignee a security interest in and to all of its then-owned or thereafter acquired right, title and interest in the intellectual property and other related assets (the "Collateral"), listed on the attached Exhibit A.
- B. WHEREAS, Grantor requests Assignee to release any and all right, title and interest in and to the Patent Rights (as defined below) and Assignee wish to release any and all such right, title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignee does hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

- (a) the patents, patent applications, and provisional patent applications (the "Patents"); and
- (b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
- (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "Patent Rights").

Assignee hereby authorizes Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Assignee in the Patents Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Assignee and its successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of Delaware notwithstanding the express selection of the laws of the State of Delaware, Assignee acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Assignee is nonetheless giving up its rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Warburg Pincus Private Equity VIII, L.P. has caused this Release to be executed as of the date set forth above.

| WARB  | URG PINCUS PRIVATE EQUITY VIII, L.P. |
|-------|--------------------------------------|
| 134   | uses ust Sufer DI TO GENERAL PROTOS  |
| By: — | BARNINVER                            |
| Name: |                                      |
| Its:  | PARTNER                              |

# Exhibit A

| Patent or Application No.   | Country | Filing Date              | <u>Title of Patent and First Named</u><br><u>Inventor</u>      |
|-----------------------------|---------|--------------------------|--|
| CN02829871.3                | CN      | 12/16/2002               | Data Storage Devices Having IP Capable Partitions              |
|                             |         |                          | William Frank Charles Ludwig T                                 |
| CN02829872.1                | CN      | 12/16/2002               | Electric Equipment With<br>Improvement Communication           |
|                             |         |                          | William Frank Charles Ludwig T                                 |
| CN02829873.X                | CN      | 12/16/2002               | Communication Protocols,<br>Systems And Methods                |
|                             |         |                          | William Frank Charles Ludwig T                                 |
| EP02797353.6                | EP      | 12/16/2002               | Electrical Devices With Improved Communication                 |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| EP02797354.4                | EP      | 12/16/2002               | Data Storage Devices Having Ip<br>Capable Partitions           |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| CH1561306<br>(CH02808140.4) | СН      | 3/7/2007<br>(12/16/2002) | Communication Protocols, Systems And Methods                   |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| FR1561306<br>(FR02808140.4) | FR      | 3/7/2007<br>(12/16/2002) | Communication Protocols,<br>Systems And Methods                |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| GB1561306                   | GB      | 3/7/2007                 | Communication Protocols,                                       |
| (GB02808140.4)              |         | (12/16/2002)             | Systems And Methods  |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| IE1561306<br>(IE02808140.4) | IE      | 3/7/2007<br>(12/16/2002) | Communication Protocols,<br>Systems And Methods                |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| IT1561306                   | IT      | 3/7/2007                 | Communication Protocols,                                       |
| (IT02808140.4)              |         | (12/16/2002)             | Systems And Methods  |
|                             |         |                          | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| NL1561306<br>(NL02808140.4) | NL      | 3/7/2007<br>(12/16/2002) | Communication Protocols, Systems And Methods                   |
|                             |         |                          | Frank Charles; Ludwig Thomas;                                  |
| EP06016115.5                | EP      | 12/16/2002               | Hanan Thomas; Babbitt William  Communication Protocols,        |
| L. 00010110.0               | <u></u> | 12/10/2002               | Systems And Methods  |

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| Patent or Application No. | Country | Filing Date  | Inventor  |
|---------------------------|---------|--------------|---|
|                           |         |              | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbit William |
| 7,170,890                 | US      | 1/30/2007    | Electrical Devices With Improved                              |
| (10/472,800)              |         | (12/16/2002) | Communication   |
|                           |         |              | Frank, Charles; Ludwig, Thomas;                               |
| 40/700 000                |         |              | Hanan, Thomas; Babbitt, William                               |
| 10/763,099                | US      | 1/21/2004    | Multicast Communication Protocols, Systems And Methods        |
|                           |         |              | Protocols, Systems And Methods                                |
| 40704000                  |         |              | Charles Frank   |
| 10/791,338                | US      | 3/1/2004     | Communication Protocols, Systems And Methods                  |
|                           |         |              | Systems And Methods   |
|                           |         |              | Charles Frank   |
| 10/473,713                | US      | 3/3/2004     | Communication Protocols,                                      |
|                           |         |              | Systems And Methods   |
|                           |         |              | Charles Frank   |
| 10/473,509                | US      | 3/25/2004    | Data Storage Devices Having Ip                                |
|                           |         |              | Capable Partitions  |
|                           |         |              | Charles Frank   |
| 11/139,206                | US      | 5/26/2005    | Virtual Devices And Virtual Bus                               |
|                           |         |              | Tunnels Modules And Methods                                   |
|                           |         |              | Charles Frank   |
| 11/242,985                | US      | 10/3/2005    | Methods Of Conveying  |
|                           |         |              | Information Using Fixed Sized Packets                         |
|                           |         |              | , askets  |
| 11/243,137                | US      | 40/2/2005    | Charles Frank   |
| 11/243,137                | 05      | 10/3/2005    | Legacy Storage Device Adapter                                 |
| T                         |         |              | Charles Frank   |
| 11/243,143                | US      | 10/3/2005    | Disk Drive Partitioning Methods                               |
|                           |         |              | Charles Frank   |
| 7,184,424                 | US      | 2/27/2007    | Multiplexing Storage Element                                  |
| (11/243,573)              |         | (10/4/2005)  | Interface   |
|                           |         |              | Frank, Charles; Ludwig, Thomas;                               |
|                           |         |              | Hanan, Thomas; Babbitt, William                               |
| 11/243,686                | US      | 10/4/2005    | Protocol Adapter For  |
|                           |         |              | Electromagnetic Device Elements                               |
|                           |         |              | Charles Frank   |
| 11/304,304                | US      | 12/14/2005   | Stateless Accelerator Modules                                 |
|                           |         |              | And Methods   |
|                           |         |              | Mark Adams  |
| 11/305,679                | US      | 12/16/2005   | Systems And Methods For                                       |
|                           |         |              | Deriving Storage Area Commands                                |
|                           |         |              | Johnnando   |
| 44/044.074                | 110     | 4/04/0000    | Mark Adams  |
| 11/344,874                | US      | 1/31/2006    | Low Level Storage Protocols,                                  |

| Patent or Application No.               | Country | Filing Date | <u>Title of Patent and First Named</u><br>Inventor             |
|---|---------|-------------|--|
| , |         |             | Systems And Methods  |
|   |         |             | Charles Frank  |
| 11/399,110                              | US      | 4/5/2006    | Electrical Devices With Improved                               |
|   |         |             | Communication  |
|   |         |             | Charles Frank  |
| 11/435,239                              | US      | 5/10/2006   | Methods Of Resolving Datagram                                  |
|   |         |             | Corruption Over An Internetworking Protocol                    |
|   |         |             | THE THE TWO KING F TO LOCO!                                    |
| JP2006-176153                           | JP      | 6/27/2006   | Charles Frank  |
| JF2000-170155                           | JP      | 6/27/2006   | Data Storage Device Having Ip Corresponding Partition          |
|   |         |             |  |
|   |         |             | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| 11/479,711                              | US      | 6/30/2006   | Providing Redundancy For A                                     |
|   |         |             | Device Within A Network  |
|   |         |             | Charles Frank  |
| JP2006-224934                           | JP      | 8/22/2006   | Communications Protocols,                                      |
|   |         |             | Systems And Methods  |
|   |         |             | Frank Charles; Ludwig Thomas;                                  |
| JP2006-239815                           | JP      | 9/5/2006    | Hanan Thomas; Babbitt William                                  |
| 31 2000-209010                          | JF      | 9/5/2006    | Electrical Apparatus With<br>Improved Communication            |
|   |         |             | Function   |
|   |         |             | Frank Charles; Ludwig Thomas;                                  |
|   |         |             | Hanan Thomas; Babbitt William                                  |
| PCT/US07/08896                          | WO      | 4/10/2007   | Methods Of Resolving Datagram Corruption Over An               |
|   |         |             | Internetworking Protocol                                       |
|   |         |             |  |
| 11/173,765                              | US      | 7/1/2005    | Charles Frank Topology Independent Storage                     |
| ·                                       |         |             | Arrays And Methods   |
|   |         |             | Thomas Ludwig  |
| TW94131312                              | TW      | 9/12/2005   | Topology Independent Storage                                   |
|   |         |             | Arrays And Methods   |
|   |         |             | Ludwig Thomas Earl; Frank                                      |
| 11/005 005                              |         |             | Charles William  |
| 11/205,895                              | US      | 8/16/2005   | Disaggregated Resources And Access Methods                     |
|   |         |             |  |
| PCT/US07/14572                          | wo      | 6/20/2007   | Thomas Ludwig  |
| 1 01/000//140/2                         | V V O   | 012012001   | Generating Storage System Commands                             |
|   |         |             | Ad M   |
|   |         |             | Adams Mark; Ludwig Thomas<br>Earl; Baughman Samuel K;          |
|   |         |             | Witchey Nicholas; Sadry Nauzad                                 |
| 11/472,198                              | US      | 6/20/2006   | Generating Storage System Commands                             |

| Patent or Application No.      | Country | Filing Date | Title of Patent and First Named Inventor                                   |
|--------------------------------|---------|-------------|--|
|                                |         |             | Mark Adams   |
| 11/246,721                     | US      | 10/6/2005   | Resource Command Messages And Methods                                      |
|                                |         |             | Mark Adams   |
| 1602/DELNP/05                  | IN      | 11/12/2002  | Communications Protocols,<br>Systems and Methods                           |
|                                |         |             | Charles Frank  |
| 11/243,116                     | US      | 11/12/2002  | Adapted Disk Drives Executing<br>Instructions of I/O Command<br>Processing |
|                                |         |             | Charles Frank  |
| 1600/DELNP/05                  | IN      | 11/12/2002  | Data Storage Devices Having IP Capable Partitions                          |
| 10 M                           |         |             | Charles Frank  |
| 1601/DELNP/05                  | IN      | 11/12/2002  | Electrical Devices with Improved Communication                             |
|                                |         |             | Charles Frank  |
| TW94127547                     | TW      | 08/12/05    | Virtual Devices And Virtual Bus<br>Tunnels Moduls And Methods              |
|                                |         |             | Charles Frank  |
| DE60218758<br>(DE20026018785T) | DE      | 3/7/2007    | Communication Protocols, systems and methods                               |
|                                |         |             | Charles Frank, Thomas Ludwig,<br>Thomas Hanan, William Babbit              |
| 60/425,867                     | US      | 11/12/2002  | Data Communication And<br>Storage Methods And Devices                      |
|                                | 100     |             | Charles Frank  |
| JP2004-0551381                 | JP      | 12/16/2002  | Electrical Devices With Improved Communication                             |
|                                |         |             | Charles Frank  |
| JP2004-0551382                 | JP      | 12/16/2002  | Data Storage Devices Having Ip Capable Partitions                          |
|                                |         |             | Charles Frank  |
| JP2004-0551383                 | JP      | 12/16/2002  | Communication Protocols,<br>Systems And Methods                            |
|                                |         |             | Charles Frank  |
| PCT/US02/40198                 | WO      | 12/16/2002  | Electrical Devices With Improved Communication                             |
|                                |         |             | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William             |
| PCT/US02/40199                 | WO      | 12/16/2002  | Data Storage Devices Having Ip Capable Partitions                          |
|                                |         |             | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William             |

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| Patent or Application No. | Country | Filing Date | <u>Title of Patent and First Named</u><br><u>Inventor</u>      |
|---------------------------|---------|-------------|--|
| PCT/US02/40205            | WO      | 12/16/2002  | Communication Protocols, Systems And Methods                   |
|                           |         |             | Frank Charles; Ludwig Thomas;<br>Hanan Thomas; Babbitt William |
| 60/441,739                | US      | 12/16/2002  | Multicast Communication Protocols, Systems And Methods         |
| 00/2/2                    |         |             | Charles Frank  |
| 60/640,763                | US      | 12/29/2004  | High Speed Search Of Pre<br>Stored Binary Data                 |
|                           |         |             | Mark Adams   |
| 60/640,764                | US      | 12/29/2004  | Micro Kernel   |
|                           |         |             | Mark Adams   |
| 60/791,051                | US      | 4/10/2006   | Methods Of Reliable Datagram                                   |
|                           |         |             | Transfer Over An Internetwork Protocol                         |
|                           |         |             | Charles Frank  |
| 60/662,069                | US      | 3/14/2005   | Redundant Disk Array   |
|                           |         |             | Topographies   |
|                           |         |             | William Frank  |
| PCT/US05/28335            | WO      | 8/9/2005    | Topology Independent Storage<br>Arrays And Methods             |
|                           |         |             | Ludwig Thomas Earl; Frank<br>Charles William                   |
| PCT/US05/36022            | WO      | 10/6/2005   | Disaggregated Resources And Access Methods                     |
|                           |         |             | Ludwig Thomas Earl; Adams<br>Mark                              |
| 200580002678.2            | CN      | 1/19/2005   | Multicast Communications Protocols, Systems and Methods        |
|                           |         |             | Charles Frank  |
| 05711582.6                | EP      | 1/21/2003   | Multicast Communications Protocols, Systems and Methods        |
|                           |         |             | Charles Frank  |
| 2570/DELNP/2006           | IN      | 1/21/2003   | Multicast Communications<br>Protocols, Systems and Methods     |
|                           |         |             | Charles Frank  |
| PCT/US2005/01542          | PCT     | 1/21/2003   | Multicast Communications<br>Protocols, Systems and Methods     |
|                           |         |             | Charles Frank  |
| PCT/US05/18907            | PCT     | 5/26/2005   | Virtual Devices and Virtual Bus                                |
|                           |         |             | Tunnels, Modules and Methods                                   |
|                           |         |             | Charles Frank  |
| 95127075                  | TW      | 8/16/2005   | Disaggregated Resources and Access Methods                     |

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TRADEMARK

**REEL: 003762 FRAME: 0539** 

|                             |                |             | Title of Patent and First Named                               |
|-----------------------------|----------------|-------------|---|
| Patent or Application No.   | <u>Country</u> | Filing Date | Inventor  |
|                             |                |             | Mark Adams  |
| PCT/US05/36026              | PCT            | 10/6/2005   | Resource Command Messages and Methods                         |
|                             |                |             | Mark Adams  |
| EP1561306<br>(EP02808140.4) | EP             | 3/7/2007    | Communication protocols, systems and methods                  |
|                             |                |             | Charles Frank, Thomas Ludwig,<br>Thomas Hanan, William Babbit |
| JP2006544149                | JP             | 1/19/2005   | Multicast communication protocols, systems and methods        |
|                             |                |             | Charles Frank, Thomas Ludwig,<br>Thomas Hanan, William Babbit |

#### EXHIBIT B

# AMENDMENT TO SECURITY AGREEMENT

This Amendment to Sccurity Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. General. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

| ZE  | TERA CORPORATION   |
|-----|--|
| Ву: | Provide the second seco |
|     | Steven Waszak, Chief Operating and Financial Officer   |
| WA  | RBURG PINCUS PRIVATE EQUITY VIII, L.P.   |
| Ву: | Warburg Pincus Partners LLC, its General Partner   |
| Ву: | Warburg Pincus & Co.,  |
|     | its Managing Member  |
| Ву: |  |

Barry Taylor, Partner

#### AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

| ZETERA CORPORATION                                   |
|--|
| Ву:  |
| Steven Waszak, Chief Operating and Financial Officer |
| WARBURG PINCUS PRIVATE EQUITY VIII, L.P.             |
| By: Warburg Pincus Partners LLC, its General Partner |
| By: Warburg Pincus & Co.,                            |
| By: Barry Taylor, Partner                            |

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#### EXHIBIT C

# SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("<u>Security Agreement</u>") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- B. Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

| ZETERA CORPORATION  By:                              |
|--|
| Charles R. Cortright, Jr., Chief Executive Officer   |
| WARBURG PINCUS PRIVATE EQUITY VIII, L.               |
| By: Warburg Pincus Partners LLC, its General Partner |
| By: Warburg Pincus & Co.,                            |
| its Managing Member                                  |
| By:Barry Taylor, Partner                             |

#### SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("<u>Security Agreement</u>") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- B. Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

# By: Charles R. Cortright, Jr., Chief Executive Officer WARBURG PINCUS PRIVATE EQUITY VIII, L.P. By: Warburg Pincus Partners LLC, its General Partner By: Warburg Pincus & Co., its Managing Member By: Barry Taylor, Partner

ZETERA CORPORATION

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DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 10:23 AM 04/18/2008 INITIAL FILING # 2007 3679064 AMENDMENT # 2008 1357837 SRV: 080447170 UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER (optional) B. SEND ACKNOWLEDGMENT TO: (Name and Address) John Hamilton, Jr. Rutan & Tucker, LLP 611 Anton Blyd., 14th Floor Costa Mesa, CA 92626 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19 INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] for recorded] in the REAL ESTATE RECORDS. 2007 3679064 2. M TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement 3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party sufficiency life Continuation Statement is continued for the additional period provided by applicable law. 4, ASSIGNMENT (full or partial): Give name of assignee in item 7s or 7b and address of assignee in item 7c, and also give name of assignor in item 9. 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor of Secured Party of record. Check only one of these two boxes. Also chack one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address. Please rater to the detailed instructions in regards to changing the name/address of a party. DELETE name. Give record name to be deleted in item 6a or 6b. ADD name. Complete item 7e or 7b, and also item 7c also complete items 7e-7g jif applicable). 6. CURRENT RECORD INFORMATION 6a. ORGANIZATION'S NAME OR 66 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 7a ORGANIZATION'S NAME OR 76 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 7d SEEINSTRUCTIONS ADDILINFO RE 7. TYPE OF ORGANIZATION 71. JURISDICTION OF ORGANIZATION ORGANIZATION To ORGANIZATIONAL ID# If any DEBTOR 8. AMENDMENT (COLLATERAL CHANGE), chack only one box. NONE Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If finis is an Amendment authorized by a Diobtor which adds collateral or adds fine authorizing Diobtor, or if this is a Termination authorized by a Diobtor, check here and enter name of DEBTOR authorizing this Amendment.

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

FIRST NAME

Warburg Pincus Private Equity VIII, L.P.

BE INDIVIDUAL'S LAST NAME

10. OPTIONAL FILER REFERENCE DATA

**RECORDED: 04/18/2008** 

TRADEMARK REEL: 003762 FRAME: 0545

SUFFIX

MIDDLE NAME