

TRADEMARK ASSIGNMENT

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
CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998		04/18/2008	TRUST:

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.

900104500

**TRADEMARK
 REEL: 003762 FRAME: 0556**

CH \$265.00 78562134

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: 11

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RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "**Release**"), dated as of April 18, 2008, is by Charles Ray Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998, together with their successors ("**Assignees**").

A. WHEREAS, pursuant to (1) a Security Agreement dated June 15, 2007, and filed with the United States Patent and Trademark Office on June 20, 2007 at Reel/Frame 019453/0845, (2) a Security Agreement dated June 15, 2007, and filed with the United States Patent and Trademark Office on June 20, 2007 at Reel/Frame 003564/0346, and (3) unrecorded Amendment To Security Agreement dated December 21, 2007, a true and correct copy of which is attached hereto as Exhibit B, Zetera Corporation ("**Grantor**") granted to Assignees 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 Assignees to release any and all right, title and interest in and to the Patent Rights (as defined below) and Assignees wish to release any and all such right, title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignees do 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**").

Assignees hereby authorize 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 Assignees 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 Assignees and their 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 California notwithstanding the express selection of the laws of the State of Delaware, Assignees acknowledge that they are aware that they may hereafter discover facts different from or in addition to what they now know, believe or suspect 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 Assignees are nonetheless giving up their 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, Charles Ray Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998 have caused this Release to be executed as of the date set forth above.

CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998

By: 

Name: Charles R. Cortright, Jr.

Its: Trustee

CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998

By: 

Name: Angela Claire Cortright

Its: Trustee

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

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbit William
7,170,890 (10/472,800)	US	1/30/2007 (12/16/2002)	Electrical Devices With Improved Communication Frank, Charles; Ludwig, Thomas; Hanan, Thomas; Babbitt, William
10/763,099	US	1/21/2004	Multicast Communication Protocols, Systems And Methods Charles Frank
10/791,338	US	3/1/2004	Communication Protocols, 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 Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device Adapter Charles Frank
11/243,143	US	10/3/2005	Disk Drive Partitioning Methods Charles Frank
7,184,424 (11/243,573)	US	2/27/2007 (10/4/2005)	Multiplexing Storage Element 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 Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			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 Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having Ip Corresponding Partition Frank Charles; Ludwig Thomas; 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; Hanan Thomas; Babbitt William
JP2006-239815	JP	9/5/2006	Electrical Apparatus With 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 Charles Frank
11/173,765	US	7/1/2005	Topology Independent Storage Arrays And Methods Thomas Ludwig
TW94131312	TW	9/12/2005	Topology Independent Storage Arrays And Methods Ludwig Thomas Earl; Frank Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And Access Methods Thomas Ludwig
PCT/US07/14572	WO	6/20/2007	Generating Storage System Commands Adams Mark; Ludwig Thomas Earl; Baughman Samuel K; Witchey Nicholas; Sadry Nauzad
11/472,198	US	6/20/2006	Generating Storage System

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Commands 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, Systems and Methods Charles Frank
11/243,116	US	11/12/2002	Adapted Disk Drives Executing Instructions of I/O Command Processing Charles Frank
1600/DELNP/05	IN	11/12/2002	Data Storage Devices Having IP Capable Partitions 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 Tunnels Moduls And Methods Charles Frank
DE60218758 (DE20026018785T)	DE	3/7/2007	Communication Protocols, systems and methods Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbitt
60/425,867	US	11/12/2002	Data Communication And Storage Methods And Devices 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, Systems And Methods Charles Frank
PCT/US02/40198	WO	12/16/2002	Electrical Devices With Improved Communication Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US02/40199	WO	12/16/2002	Data Storage Devices Having Ip Capable Partitions

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US02/40205	WO	12/16/2002	Communication Protocols, Systems And Methods Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
60/441,739	US	12/16/2002	Multicast Communication Protocols, Systems And Methods Charles Frank
60/640,763	US	12/29/2004	High Speed Search Of Pre 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 Arrays And Methods Ludwig Thomas Earl; Frank Charles William
PCT/US05/36022	WO	10/6/2005	Disaggregated Resources And Access Methods Ludwig Thomas Earl; Adams 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 Protocols, Systems and Methods Charles Frank
PCT/US2005/01542	PCT	1/21/2003	Multicast Communications Protocols, Systems and Methods Charles Frank
PCT/US05/18907	PCT	5/26/2005	Virtual Devices and Virtual Bus Tunnels, Modules and Methods Charles Frank

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
95127075	TW	8/16/2005	Disaggregated Resources and Access Methods Mark Adams
PCT/US05/36026	PCT	10/6/2005	Resource Command Messages and Methods Mark Adams
EP1561306 (EP02808140.4)	EP	3/7/2007	Communication protocols, systems and methods Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit
JP2006544149	JP	1/19/2005	Multicast communication protocols, systems and methods Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit

Exhibit B

AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is made on December 21, 2007, by and between Zetera Corporation ("Debtor") and Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998 ("Secured Party") with reference to the following.

A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on June 15, 2007 to provide security for repayment of a \$550,000 loan.

B. Secured Party has agreed to make additional loans up to \$250,000, at Secured Party's sole discretion, with an initial advance of \$100,000 on the date hereof, 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.

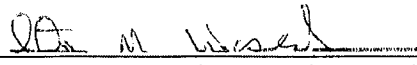
In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

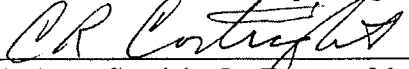
1. **Obligations Secured.** The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:


"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$550,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note, each in favor of Secured Party and dated June 15, 2007 and December 21, 2007, respectively, and any additional promissory notes reflecting up to \$150,000 (the \$550,000 note, the \$100,000 note and any additional notes are collectively referred to as the 'Note') of additional advances by Secured Party to Debtor ("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.

ZETERA CORPORATION

By: 
Steven Waszak, Chief Operating and Financial Officer


Charles R. Cortright, Jr., Trustee of the Cortright Family Trust, dated May 13, 1998


Angela Claire Cortright, Trustee of the Cortright Family Trust, dated May 13, 1998

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

John Hamilton, Jr.
 Rutan & Tucker, LLP
 611 Anton Blvd., 14th Floor
 Costa Mesa, CA 92626

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2007 2242492

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS

2. **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 authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a 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 or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6c, also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE name:** Give record name to be deleted in item 6a or 6b. **ADD name:** Complete item 7a or 7b, and also item 7c, also complete items 7d-7g (if applicable).

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR 7d. TYPE OF ORGANIZATION 7e. JURISDICTION OF ORGANIZATION 7f. ORGANIZATIONAL ID#, if any NONE

8. **AMENDMENT (COLLATERAL CHANGE),** check only one box. 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 this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) - CALIFORNIA (REV. 01/01/08)