

04-22-2008



To the Director of the U.S. Patent and Trademark Office

1. Name of conveying party(ies):
SILICON VALLEY BANK

103498011

2 documents or the new address (es) below.
of receiving party(ies):
conveying parties attached? ☐ Yes ☒ No

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership

☒ Corporation-State
☐ Other

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

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

Execution Date(s): **April 14, 2008**

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other : **Release**

Name: **Graniteedge Networks, Inc.**

Internal Address

Street Address: **605 First Ave Suite 200**

City: **Seattle**

State: **WA**

Country: **USA**

Zip: **98104**

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

78769325

78769385

B. Trademark Registration No.(s)

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

Additional sheets attached? ☐ Yes ☒ No

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

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 65**

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **00000016 78769325**

04/23/2008 DRYPNE
01 FC:4521 Date
02 FC:8322

40.00 OP
25.00 OP

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

April 14, 2008

Date

Susana Valdivia

Name of Person Signing


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

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Graniteedge Networks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, March 16, 2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on April 24, 2006, Reel 3333 Frame 0189.

Date: **April 14, 2008**

SILICON VALLEY BANK

By: 
Name: **Romil Randhawa**
Title: **Operations Department Manager**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and GRANITEEDGE NETWORKS, 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 the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

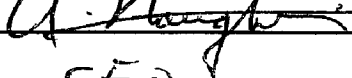
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

10900 NE 8th Street, Suite 450
Bellevue, Washington 98004
Attn: Ross Ortega or Tony Naughtin

GRANTOR:

GRANITEEDGE NETWORKS, INC.

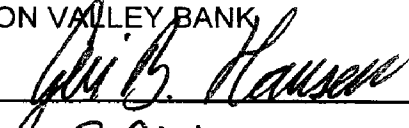
By: 
Title: CEO

Address of Bank:

4700 Carillon Point
Kirkland, Washington 98033
Attn: Geir Hansen

BANK:

SILICON VALLEY BANK

By: 
Title: SRM

Effective Date: March 16, 2006

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:

10900 NE 8th Street, Suite 450
Bellevue, Washington 98004
Attn: Ross Ortega or Tony Naughtin

GRANTOR:

GRANITEEDGE NETWORKS, INC.

By: *T. Naughtin*
Title: CEO

Address of Bank:

4700 Carillon Point
Kirkland, Washington 98033
Attn: Geir Hansen

BANK:

SILICON VALLEY BANK

By: *Geir B. Hansen*
Title: SRM

Effective Date: March 16, 2006

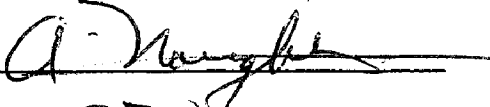
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

10900 NE 8th Street, Suite 450
Bellevue, Washington 98004
Attn: Ross Ortega or Tony Naughtin

GRANTOR:

GRANITEEDGE NETWORKS, INC.

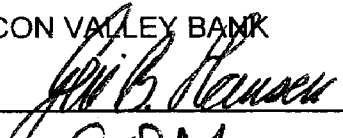
By: 
Title: CEO

Address of Bank:

4700 Carillon Point
Kirkland, Washington 98033
Attn: Geir Hansen

BANK:

SILICON VALLEY BANK

By: 
Title: SRM

Effective Date: March 16, 2006

EXHIBIT A
Copyrights

None.

EXHIBIT B
Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

Determining Event Causality Including Employment of
Partitioned Event Space

Patent Application
Serial Number:
11-168258;
Publication Number:
20050288916

Application Date:
06/27/2005;
Publication Date:
12/29/2005

Determining Event Causality Including Employment of
Causal Chains

Patent Application
Serial Number:
11-168202;
Publication Number:
20050288915

Application Date:
06/27/2005;
Publication Date:
12/29/2005

Not Available (Provisional Application)

Provisional App.:
60/705, 978

Not Available (Provisional Application)

Provisional App.:
60/705, 979

EXHIBIT C
Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design	78-769,385	December 8, 2005
GRANITEEDGE (Block Letters)	78-769,325	December 8, 2005

EXHIBIT D
Mask Works

None.