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103511982

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

6-30-08

1. Name of conveying party(ies):

Berkeley Design Automation, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 6/6/08

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing V, Inc., as Agent

Internal

Address: _____

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

B. Trademark Registration No.(s)

3,024,472; 3,090,982

Additional sheet(s) attached? Yes No

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

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date 07/02/2008 - 06/30/2009
- b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

6/26/08

Date

Jeffrey T. Klugman

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2008 by and between VENTURE LENDING & LEASING V, INC., in its capacity as agent for itself, Venture Lending & Leasing IV, Inc. and Silicon Valley Bank under the Loan Agreement (hereinafter defined) ("Secured Party"), and BERKELEY DESIGN AUTOMATION, INC. ("Grantor").

RECITALS

A. Pursuant to a Loan and Security Agreement and Supplement of even date herewith (as the same may be amended, modified or supplemented from time to time, together, the "Loan Agreement") among Grantor, as borrower, and Secured Party, as agent for itself, Venture Lending & Leasing IV, Inc. and Silicon Valley Bank as lenders ("Lenders"), Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement; capitalized terms used herein are used as defined in the Loan Agreement. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party for the benefit of Lenders 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 Lenders and Secured Party for the benefit of Lenders 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 Secured Party 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 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.

This security interest is granted in conjunction with the security interest granted to Lenders and Secured Party for the benefit of Lenders under the Loan Agreement. The rights and remedies of Secured Party and Lenders 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 Secured Party and Lenders as a matter of law or equity. Each right, power and remedy of Secured Party and Lenders 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 Secured Party and Lenders 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 Secured Party and Lenders, of any or all other rights, powers or remedies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

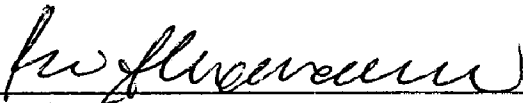
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

BERKELEY DESIGN AUTOMATION, INC.

2902 Stender Way
Santa Clara, California 95054
Attn: Chief Executive Officer

By: 
Name: Ravi Subramanian
Title: CEO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, California 95131
Attn: Chief Executive Officer

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address of Grantor:

BERKELEY DESIGN AUTOMATION, INC.

2902 Stender Way
Santa Clara, California 95054
Attn: Chief Executive Officer

By: _____
Name: _____
Title: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310
San Jose, California 95131
Attn: Chief Executive Officer

By:  _____
Name: Jay Cohan
Title: Vice President

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

46109/0014
JTK/346074.2

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
Method and apparatus for steady state analysis of a voltage controlled oscillator	7,332,974	02/19/2008	Berkeley Design Automation, Inc.	None

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
BERKELEY DESIGN (Registered)	3,024,472	12/06/2005	
BDA (Registered)	3,090,982	05/09/2006	

46109/0014
JTK/346074.2

RECORDED: 06/30/2008

TRADEMARK
REEL: 003809 FRAME: 0188