

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ETHERTRONICS, INC.		09/11/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2768087	ETHERTRONICS	
Registration Number:	2807465	SHAPING ANTENNA TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER US LLP		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-53		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

CH \$65.00 2768087

Date:

09/11/2008

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ETHERTRONICS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank and Grantor have entered into that certain Intellectual Property Security Agreement dated as of March 16, 2006, as amended from time to time (the "Original Agreement"). Bank and Grantor wish to amend and restate the terms of the Original Agreement in accordance with the terms hereof.

B. 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 Amended and Restated 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.

C. 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.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are, except as otherwise set forth herein, hereby confirmed and ratified and shall continue to

secure all Obligations under the Loan Documents

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:

9605 Scranton Road, Ste 300
San Diego, CA 92121

Attn: Chief Financial Officer

GRANTOR:

ETHERTRONICS, INC.

By: 

Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

BANK:

SILICON VALLEY BANK

By: 

Title: SRM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Magnetic Dipole Antenna Structure and Method	6567053	5/20/2003
2. Shielded Spiral Sheet Antenna Structure and Method	6677915	1/13/2004
3. Multimode Grounded Finger Patch Antenna	6323810	11/27/2001
4. Multiple Frequency Antennas with Reduced Space and Relative Assembly	6859175	2/22/2002
5. Antennas with Reduced Space and Improved Performance	7084813	8/1/2006
6. Capacitively Loaded Dipole Antenna Optimized for Size	10375423	2/27/2003
7. Coupler for Phone With Moveable Portions	7310536	12/18/2007
8. Optimized Capacitive Dipole Antenna	10643102	8/18/2003
9. Multi Frequency Magnetic Dipole Antenna Structures and Method of Reusing The Volume of an Antenna	7339531	3/4/2008
10. Compact, Multi-Element Volume Reuse Antenna	10882424	6/30/2004
11. Multi Frequency Magnetic Dipole Antenna Structures and Methods of Reusing the Volume of an Antenna	6456243	9/24/2002
12. Circular Polarization Antennas and Methods	6486848	11/26/2002
13. Compact Patch Antenna Employing Transmission Lines with Insertable Components Spacing	6498587	12/24/2002
14. Integrated Multifrequency Slot/Patch Antenna and Method	6518924	2/11/2003
15. Small Embedded Multi Frequency Antenna for Portable Wireless Communications	6573867	6/3/2003
16. A Method for manufacturing a Magnetic Dipole Antenna	6675461	1/13/2004
17. Low-Profile, Multi-Frequency, Multi-Band, Magnetic Dipole Antenna	6717551	4/6/2004
18. Multi-Band, Low-Profile, Capacitively Loaded Antennas with Integrated Filters	6744410	6/1/2004
19. Active Configurable Capacitively Loaded Magnetic Dipole	6900773	5/31/2005
20. Multi Frequency Magnetic Dipole Antenna structured for Very Low-Profile Antenna Applications	6906667	6/14/2005
21. Multi-Band Reconfigurable Capacitively Loaded Magnetic Dipole	6911940	6/28/2005
22. Differential Mode Capacitively Loaded Magnetic Dipole Antenna	6919857	7/19/2005
23. Low-Profile, Multi-Frequency, Multi-Band, Capacitively Loaded Magnetic Dipole Antenna	6943730	9/13/2005

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
24. Low-Profile, Multi-Frequency, Differential Antenna Structures	7123209	10/17/2006
25. Antenna Element-Counterpoise Arrangement in an Antenna	11180215	7/13/2005
26. Multi band low frequency phone and antenna design	10624668	7/22/2003
27. Surface mountable antenna	10431761	5/8/2003
28. Antenna configured for low frequency application	11396442	4/3/2006
29. Antenna configured for low frequency applications	11675557	2/15/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ethertronics	2,768,087	9/23/2003
Shaping Antenna Technology	2,807,465	1/20/2004

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date