

RECORDATION FORM COVER SHEET

United States Patent and Trademark Office

U.S. DEPARTMENT OF

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- ☐ 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): September 17, 2008

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

☒ Other: Release

2. Name and address of receiving party(ies):

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

Name: LEFTHAND NETWORKS INC.

Internal Address

Street Address: 2580 55TH Street

City: Boulder

State: CO

Country: USA

Zip: 80301

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship: Canada
☐ 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)

78393908

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: UCC Direct Services

Internal Address: Attn: 14080632

Street Address: 187 Wolf Road, Suite 101

City: Albany State: NY ZIP: 12205

Phone Number: 1-800-342-3676 X 4065

Fax Number: 1-800-962-7049

Email Address: cis-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$40.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date 11/09

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

Date

Susan O'Brien

Name of Person Signing

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

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

TRADEMARK

REEL: 003856 FRAME: 0100

700384826

OP \$40.00 78393908

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

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Lefthand Networks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, September 2, 2004 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on September 20, 2004 Reel 3053 Frame 0424

Date: **September 17, 2008**

SILICON VALLEY BANK

By: 
Name: **Margaret Fujii**
Title: **Operations 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 LETHAND 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 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"). 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 cause 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:

1688 Conestoga Street
Boulder, CO 80301

Attn: William Colombis

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: Frank Amoroso

GRANTOR:

LEFTHAND NETWORKS, INC.

By: William Colombis

Title: President/CFO

BANK:

SILICON VALLEY BANK

By: Frank Amoroso

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

TRADEMARK

REEL: 003856 FRAME: 0104

EXHIBIT "B"
PATENTS

<u>DESCRIPTION</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
Network Data Storage System	09/681,458	04/10/2001
Block Data Storage w/in a Computer Network	09/682,209	08/06/2001
Network Attached Storage System w/Data Storage Device Hot Swap Capacity	09/682,634	10/1/2001
Distributed Network Storage System w/Virtualization	10/063,992	05/31/2002

EXHIBIT B

LEFTHAND NETWORKS, INC.

PATENTS / PATENT APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Issue Date</i>	<i>Pat. No.</i>	<i>Status</i>
Network Attached Data Storage Device					
US	04/10/2001	09/681,458	05/21/2002	6,392,892 B1	ISSUED
Network Attached Storage System With Data Storage Device Hot Swap Capability					
US	10/01/2001	09/682,634			PENDING & PUBLISHED
Block Data Storage Within a Computer Network					
US	08/06/2001	09/682,209			PENDING & PUBLISHED
Australia	07/24/2002	2002322624			PENDING
Brazil	07/24/2002	PI 0211721-5			PENDING
Canada	07/24/2002	2,455,641			PENDING
China	07/24/2002	02819445.4			PENDING
Europe	07/24/2002	02756628.0			PENDING & PUBLISHED
India	07/24/2002	00457/DELNP/2004			PENDING
Japan	07/24/2002	2003-520126			PENDING
S. Korea	07/24/2002	10-2004-7001917			PENDING
Distributed Network Storage System With Virtualization					
US	05/31/2002	10/063,992	05/04/2004	6,732,171 B2	ISSUED
US-Continuation	03/29/2004	10/708,867			PENDING
WIPO	05/30/2003	PCT/US2003/017098			PUBLISHED
Data Synchronization Over a Computer Network					
US					BEING PREPARED
Non-Volatile Memory Backup for a Computer Storage Device					
US					BEING PREPARED

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
LeftHand Networks	USA	76/255,125	2,743,587	ACTIVE
AEBS	USA	76/255,425	2,800,832	ACTIVE
NSFS	USA	76/336,314		PENDING
ANBS	USA	76/255,099		PENDING
LeftHand Networks & Design	USA	76/364,499	2,751,176	ACTIVE
SAN/iQ	USA	78/327,242		APPLICATION

EXHIBIT C

LEFTHAND NETWORKS, INC.

TRADEMARKS / TRADEMARK APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
LEFTHAND NETWORKS (IC 09)					
United States	05/10/2001	76/255,125	07/29/2003	2,743,587	REGISTERED
Australia					PROPOSED
Brazil					PROPOSED
Canada					PROPOSED
China	11/08/2001	3013829	02/21/2003	3013829	REGISTERED
Europe	11/11/2001	002455947	04/04/2003	002455947	REGISTERED
India					PROPOSED
Japan	11/09/2001	2001-100823	08/02/2002	4592611	REGISTERED
S. Korea	11/09/2001	4020010049489	09/09/2003	0559172	REGISTERED
LEFTHAND NETWORKS & DESIGN (IC 09)					
United States	01/29/2002	76/364,499	08/12/2003	2,751,176	REGISTERED
Australia					PROPOSED
Brazil					PROPOSED
Canada					PROPOSED
China	07/12/2002	3240643	08/28/2003	3240643	REGISTERED
Europe	07/19/2002	002783199	10/30/2003	002783199	REGISTERED
India					PROPOSED
Japan	07/30/2002	2002-69595	07/18/2003	4692781	REGISTERED
S. Korea	07/10/2002	4020020031828	11/18/2003	0585820	REGISTERED
SAN/1Q (IC 09)					
United States	11/13/2003	78/327,242			PENDING
Australia	05/13/2004	1001859			PENDING
Brazil	05/13/2004	826498724			PENDING
Canada	05/13/2004	1,216,717			PENDING
China	05/13/2004	unknown at this time			PENDING
Europe	05/13/2004	003834521			PENDING
India	05/13/2004	1283826			PENDING
Japan	05/13/2004	2004-44219			PENDING
S. Korea	05/13/2004	40-2004-21307			PENDING
REMOTE IP COPY (IC 09)					
United States	03/31/2004	78/393,908			PENDING

TRADEMARKS / TRADEMARK APPLICATIONS

<i>Country</i>	<i>Date Filed</i>	<i>Application No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>
AEBS (IC 09)					
United States	05/10/2001	76/255,425	12/30/2003	2,800,532	REGISTERED

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