

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF  
United States Patent and Trademark Office

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 55<sup>TH</sup> 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)  
76255425

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: cls-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

700384836

TRADEMARK  
REEL: 003856 FRAME: 0122

OP \$40.00 76255425

**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 February 9, 2004 Reel 2912 Frame 0803

Date: **September 17, 2008**

SILICON VALLEY BANK

By:

Name:

Title:

  
**Margaret Fujii**  
**Operations Manager**



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## Assignments on the Web &gt; Trademark Query

## Trademark Assignment Details

Reel/Frame: 2912/0803

Pages: 5

Received: 02/13/2004

Recorded: 02/09/2004

Conveyance: SECURITY INTEREST

## Total properties: 1

1	Serial #: 76255425 / Mark: AEBG	Filing Dt: 05/10/2001	Reg #: 2800832	Reg. Dt: 12/30/2003
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## Assignor

1 LEFTHAND NETWORKS, INC.

Exec Dt: 12/16/2003

Entity Type: CORPORATION

Citizenship: DELAWARE

## Assignee

1 SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CALIFORNIA 95054

Entity Type: CORPORATION

Citizenship: DELAWARE

## Correspondence name and address

SILICON VALLEY BANK  
MARIBEL ARTEAGU  
3003 TASMAN DR.  
LOAN DOCUMENTATION HA155  
SANTA CLARA, CA 95054

Search Results as of: 09/16/2008 07:16 PM  
If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350, v.2.0.1  
Web Interface last modified: April 20, 2007 v.2.0.1

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## **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 LEFTHAND 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"; 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 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 Calambokidis

GRANTOR:

LEFTHAND NETWORKS, INC.

By: 

Title: PRESIDENT/CEO


Address of Bank:

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

Attn: Frank Amoroso

BANK:

SILICON VALLEY BANK

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT "B"  
PATENTS

<u>DESCRIPTION</u>	<u>Registration/Application Number</u>	<u>Registration/Application 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>
<b>Network Attached Data Storage Device</b>					
US	04/10/2001	09/681,458	05/21/2002	6,392,892 B1	ISSUED
<b>Network Attached Storage System With Data Storage Device Hot Swap Capability</b>					
US	10/01/2001	09/682,634			PENDING & PUBLISHED
<b>Block Data Storage Within a Computer Network</b>					
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
<b>Distributed Network Storage System With Virtualization</b>					
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
<b>Data Synchronization Over a Computer Network</b>					
US					BEING PREPARED
<b>Non-Volatile Memory Backup for a Computer Storage Device</b>					
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>
<b>LEFTHAND NETWORKS (IC 09)</b>					
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	0558172	REGISTERED
<b>LEFTHAND NETWORKS &amp; DESIGN (IC 09)</b>					
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	4020020031626	11/18/2003	0565820	REGISTERED
<b>SAN/IQ (IC 09)</b>					
United States	11/13/2003	78/327,242			PENDING
Australia	05/13/2004	1001859			PENDING
Brazil	05/13/2004	826499724			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	1283626			PENDING
Japan	05/13/2004	2004-44219			PENDING
S. Korea	05/13/2004	40-2004-21307			PENDING
<b>REMOTE IP COPY (IC 09)</b>					
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>
<b>AEBS (IC 09)</b>					
United States	05/10/2001	76/255,425	12/30/2003	2,800,832	REGISTERED

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