

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allied Telesis, Inc.		09/15/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3979 Freedom Circle, Suite 600
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	as administrative agent: CALIFORNIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Serial Number:	76103118	CLAYMORE
Serial Number:	78687835	VIOCALL
Serial Number:	77010165	ATI
Serial Number:	77010172	ATI
Serial Number:	77010173	ATI
Serial Number:	77010174	ATI
Serial Number:	77010175	ATI
Serial Number:	77325111	ENGINEERING.COVER
Serial Number:	77434315	ECOSWITCH
Serial Number:	78721737	MISSINGLINK
Serial Number:	78721740	SMART MISSINGLINK
Serial Number:	78762499	XCALIBUR
Serial Number:	78775318	IMAP
Serial Number:	78800461	TENQ

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Serial Number:	78885327	AW+
Serial Number:	77325114	PRODUCT.COVER
Registration Number:	1888330	CENTRECOM
Registration Number:	1947517	AT-VIEW
Registration Number:	2082998	ALLIED TELESYN
Registration Number:	2106381	TURBOSTACK
Registration Number:	2155971	ATI
Registration Number:	2421628	COREGA
Registration Number:	2453629	LANEDGE
Registration Number:	2515024	ALLIED TELESYN
Registration Number:	2524204	ATAP
Registration Number:	2626164	NET.COVER
Registration Number:	2640759	ALLIED TELESYN
Registration Number:	2640760	ALLIED TELESYN
Registration Number:	2650226	SWITCHBLADE
Registration Number:	2732659	POWERBLADE
Registration Number:	2735173	RAPIER
Registration Number:	2949901	WAVEGLIDER
Registration Number:	3009376	LIGHTEXPLORER
Registration Number:	3021713	CONVERTEON
Registration Number:	3053249	IT'S OUR NETWORK, TOO.
Registration Number:	3126463	ALLIEDWARE
Registration Number:	3433213	ALLIEDWARE PLUS

CORRESPONDENCE DATA

Fax Number: (650)849-4800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (650)849-4400
Email: mary.zimmerman@bingham.com
Correspondent Name: Mary R. Zimmerman
Address Line 1: Bingham McCutchen LLP
Address Line 2: Three Embarcadero Center
Address Line 4: SAN FRANCISCO, CALIFORNIA 94111-4067

ATTORNEY DOCKET NUMBER:	2073414-0000333987
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/

TRADEMARK

REEL: 003869 FRAME: 0638

Date:

10/13/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 15, 2008, by and between SILICON VALLEY BANK ("Bank") and ALLIED TELESIS, 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 as of even date herewith (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 (which includes the goodwill associated with such 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.

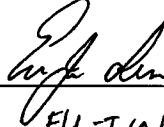
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Allied Telesis, Inc.
3200 North First Street
San Jose, CA 95134
Attn: Fred Huey, CFO
Fax: (408) 519-8803
Email: fred_huey@alliedtelesis.com

ALLIED TELESIS, INC.

By: 
Name: EU-JIN LIM
Title: C.O.O

BANK:

Address of Bank:
Silicon Valley Bank
3979 Freedom Circle, Suite 600
Santa Clara, CA 95054
Attn: Jean Lee
Fax: (408) 654-5517
Email: jlee@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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.

GRANTOR:

Address of Grantor:

Allied Telesis, Inc.
3200 North First Street
San Jose, CA 95134
Attn: Fred Huey, CFO
Fax: (408) 519-8803
Email: fred_huey@alliedtelesis.com

ALLIED TELESIS, INC.

By: _____


Name: _____

Title: _____

BANK:

Address of Bank:
Silicon Valley Bank
3979 Freedom Circle, Suite 600
Santa Clara, CA 95054
Attn: Jean Lee
Fax: (408) 654-5517
Email: jlee@svb.com

SILICON VALLEY BANK

By:  _____

Name: JEAN LEE

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
Bidirectional Optical Signal Multiplexer/Demultiplexer	10/628,091	07-28-2003
In-Situ Power Monitor Providing an Extended Range for Monitoring Input Optical Power Incident on Avalanche Photodiodes	11/223,646	09-09-2005
In-Situ Power Monitor Having an Extended Range to Stabilize Gain of Avalanche Photodiodes Across Temperature Variations	11/223,839	09-09-2005
Laser Driver Controller for Safe Operation of Laser Diode-Based Optical Transmitters	11/255,599	10-20-2005
Optical Communication Systems and Methods of Operating Such Optical Communication Systems	11/266,310	11-04-2005
Transit Devices and System Including a Slow Protocol Filter and Methods of Transmitting Information Within a Transit Device or System Using a Slow Protocol Filter	11/300,597	12-15-2005
Apparatus and Method for Facilitating a Virtual Private Local Area Network Service with Realm Specific Addresses	11/479,122	06-30-2006
Systems and Methods for Configuring a Network to Include Redundant Upstream Connections Using an Upstream Control Protocol	11/488,182	07-18-2006
Method and System for Control Loop Response Time Optimization	11/522,515	09-18-2006
Apparatus and Method for Adaptive Adjustment and Performance Monitoring of Avalanche Photo-Diode Optical Receiver and Laser Transmitter for Fiber Link Long Haul Applications	11/522,517	09-18-2006
Apparatus and Method for Adaptive Adjustment and Performance Monitoring of Avalanche Photo-Diode Optical Receiver and Laser Transmitter for Fiber Link Long Haul Applications	11/785,631	04-19-2007
Multiple Port Medium Attachment Unit for a Network	5,124,982	06-23-1992
Network Interfacing Apparatus and Method Using Repeater and Cascade Interface with Scrambling	5,615,340	03-25-1997
Network Interfacing Apparatus and Method Using Attachment Port and Repeater	5,751,952	05-12-1998
Cyclic Code Generation and Error Correction Using Sum of Remainders	5,774,480	06-30-1998
Method and Apparatus for Switching Data Packets in a Data Network	5,781,549	07-14-1998
Method and Apparatus for Adaptive Address Lookup Table Generator for Networking Application	6,279,097	08-21-2001
Virtual Port Trunking Method and Apparatus	6,385,197	05-07-2002
Redundant Power Supply System with Improved Reference	6,677,686	01-13-2004

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
Voltage Sampling at Low Loads		
Apparatus and Method for Designating a Master Switch in a Switch Stack	6,785,272	08-31-2004
Apparatus and Method for Improving an Output Signal From a Nonlinear Device Through Dynamic Signal Pre-Distortion Based Upon Lagrange Interpolation	6,801,582	10-05-2004
Optical Module for High-Speed Bidirectional Transceiver	6,939,058	09-06-2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Claymore	76/103,118	08-04-2000
Viocall	78/687,835	08-08-2005
ATI	77/010,165	09-29-2006
ATI	77/010,172	09-29-2006
ATI	77/010,173	09-29-2006
ATI	77/010,174	09-29-2006
ATI	77/010,175	09-29-2006
Engineering.cover	77/325,111	11-08-2007
Product.cover	77/325,114	11-08-2007
Ecoswitch	77/434,315	03-28-2008
Missinglink	78/721,737	09-27-2005
Smart Missinglink	78/721,740	09-27-2005
Xcalibur	78/762,499	11-29-2005
Imap	78/775,318	12-16-2005
Tenq	78/800,461	01-26-2006
AW+	78/885,327	05-17-2006
Centrecom	1,888,330	04-11-1995
At-view	1,947,517	01-09-1996
Allied Telesyn	2,082,998	07-29-1997
Turbostack	2,106,381	10-21-1997
ATI	2,155,971	05-12-1998
Corega	2,421,628	01-16-2001
Lanedge	2,453,629	05-22-2001
Allied Telesyn	2,515,024	12-04-2001
ATAP	2,524,204	01-01-2002
Net.cover	2,626,164	09-24-2002
Allied Telesyn	2,640,759	10-22-2002
Allied Telesyn	2,640,760	10-22-2002
Switchblade	2,650,226	11-12-2002
Powerblade	2,732,659	07-01-2003

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Rapier	2,735,173	07-08-2003
Waveglider	2,949,901	05-10-2005
Lightexplorer	3,009,376	10-25-2005
Convertoon	3,021,713	11-29-2005
It's out network, too.	3,053,249	01-31-2006
Alliedware	3,126,463	08-08-2006
Alliedware plus	3,433,213	05-20-2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date