

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CHELSIO COMMUNICATIONS, INC.		10/24/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	2400 HANOVER STREET		
<b>City:</b>	PALO ALTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94304		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3184329	CHELSIO	
Registration Number:	3197200		
Registration Number:	3218510	CHELSIO COMMUNICATIONS	
Registration Number:	3218509	CHELSIO COMMUNICATIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.000525		

OP \$115.00 3184329

NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	11/03/2008
<b>Total Attachments: 5</b> source=SVB-Chelsio Communications_IP_Security_Agreement#page1.tif source=SVB-Chelsio Communications_IP_Security_Agreement#page2.tif source=SVB-Chelsio Communications_IP_Security_Agreement#page3.tif source=SVB-Chelsio Communications_IP_Security_Agreement#page4.tif source=SVB-Chelsio Communications_IP_Security_Agreement#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October ~~24~~, 2008 by and between SILICON VALLEY BANK ("Bank") and CHELSIO COMMUNICATIONS, 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 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 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 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 and Trademarks listed on Exhibits 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 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 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:

370 San Aleso Avenue, Suite 100  
Sunnyvale, California 94085

Attn: \_\_\_\_\_

Address of Bank:

2400 Hanover Street  
Palo Alto, California 94304

Attn: Eric Johnson

GRANTOR:

CHELSIO COMMUNICATIONS, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Patent Application Number</u>	<u>Issuance/ Application Date</u>
REDUCED-OVERHEAD DMA	6,813,652	11/02/2004
Multi-purpose switching network interface controller	10/474,500	04/19/2004
Specialized DMA flow control	60/283,284	04/11/2001
Multi-purpose switching network interface controller	PCT/US02/12679	04/11/2002
REDUCED-OVERHEAD DMA	PCT/US02/11582	04/11/2002
NON-BLOCKING SCALABLE SWITCHING FABRIC	PCT/US02/11709	04/11/2002

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CHELSIO (registered)	3,184,329	12/12/2006
Design only (registered)	3,197,200	01/09/2007
CHELSIO COMMUNICATIONS & Design (registered)	3,218,510	03/13/2007
CHELSIO COMMUNICATIONS (registered)	3,218,509	03/13/2007