

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
NETERION, INC.		01/09/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3979 FREEDOM CIRCLE
Internal Address:	SUITE 600
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3343932	HYPERFRAME
Registration Number:	3098683	NETERION
Registration Number:	2968572	XFRAME
Registration Number:	2968556	S2IO
Serial Number:	77425993	THE MISSING PIECE OF VIRTUALIZATION
Serial Number:	77142228	V-BLADE
Serial Number:	77138959	V-LOM
Serial Number:	77098361	LRO

CORRESPONDENCE DATA

Fax Number: (404)962-6736

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (404) 885-3038

Email: michael.brignati@troutmansanders.com

Correspondent Name: MICHAEL J. BRIGNATI, PH.D.

900130202

TRADEMARK
REEL: 003959 FRAME: 0170

OP \$215.00 3343932

Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001007
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NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
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Signature:	/Michael J. Brignati 60,890/
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Date:	03/25/2009
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 9, 2009 by and between SILICON VALLEY BANK ("Bank") and NETERION, 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.

C. This Agreement shall be interpreted in accordance with the terms of the Loan Agreement.

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 Schedules 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 (the "Intellectual Property Collateral").

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

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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.

At such time as Grantor shall completely satisfy all of the obligations secured hereunder, including without limitation, payment in full of the Obligations and Bank has no further obligation to extend Grantor any Loans, Lender shall execute and deliver to Grantor, at Grantor's expense, all releases, terminations, and other instruments as may be reasonably necessary to release the security interest hereunder.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

(SIGNATURES TO FOLLOW)

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.

GRANTOR:

Address of Grantor:

NETERION, INC.

20230 Stevens Creek Boulevard, Suite C
Cupertino, California 95014

By: Clyde R. Wallin
Title: CFO

Attn: Ray Wallin, Chief Financial Officer

BANK:

Address of Bank:

SILICON VALLEY BANK

3979 Freedom Circle, Suite 600
Santa Clara, California 95054

By: RB Bostic
Title: _____

Attn: Kadie Bostic

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A	N/A

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
HYPERFRAME (Registered)	3,343,932	11/27/2007	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
NETERION (Registered)	3,098,683	05/30/2006	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
XFRAME (Registered)	2,968,572	07/12/2005	
S2IO (Registered)	2,968,556	07/12/2005	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
SHAREFRAME (Abandoned)	78/805,594	02/02/2006	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
THE MISSING PIECE OF VIRTUALIZATION (Allowed)	77/425,993	03/19/2008	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
VIRTUALIZE TO THE CORE (Abandoned)	77/241,150	07/27/2007	
SCALABLE OFFLOADS (Abandoned)	77/241,140	07/27/2007	
V-BLADE (Suspended)	77/142,228	03/28/2007	
V-LOM (Allowed)	77/138,959	02/26/2008	
XFRAME V-NIC (Abandoned)	77/102,045	02/07/2007	
VNIC (Abandoned)	77/098,378	02/02/2007	
LRO (Suspended)	77/098,361	02/02/2007	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008
V-NIC (Abandoned)	77/098,365	02/02/2007	Subject to a security interest granted in favor of Triple Point Capital LLC on 07/25/2008