

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
CONTINUOUS COMPUTING CORPORATION			12/12/2006
		Entity Type	
		CORPORATION: DELAWARE	
RECEIVING PARTY DATA			
Name:		COMERICA BANK	
Street Address:		39200 W. SIX MILE ROAD	
Internal Address:		M/C 7578	
City:		LIVONIA	
State/Country:		MICHIGAN	
Postal Code:		48152	
Entity Type:		BANKING ASSOCIATION: TEXAS	
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77349487	FLEXTCA	
CORRESPONDENCE DATA			
Fax Number:		(858)638-5033	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		8586386733	
Email:		karen.johanson@dlapiper.com	
Correspondent Name:		DLA PIPER LLP (US)	
Address Line 1:		4365 EXECUTIVE DRIVE, SUITE 1100	
Address Line 2:		ATTN: KAREN JOHANSON	
Address Line 4:		SAN DIEGO, CALIFORNIA 92121-2133	
ATTORNEY DOCKET NUMBER:		329034-240	
NAME OF SUBMITTER:		Troy Zander	
Signature:		/Troy Zander/	

CH \$40.00 77349487

Date:

05/13/2009

Total Attachments: 7

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SECOND AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Amended and Restated Intellectual Property Security Agreement is entered into as of December 12, 2006 by and between COMERICA BANK ("Bank") and CONTINUOUS COMPUTING CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

9380 Carroll Park Drive
San Diego, CA 92121

Attn: Chief Financial Officer

CONTINUOUS COMPUTING CORPORATION

By: _____

Paul Jonathan Pappas

Title: _____

CEO

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131

Attn: Manager

COMERICA BANK

By: _____

Dennis Kim

Title: _____

Corporate Banking Officer

EXHIBIT A

Copyrights

Registered U.S. Copyrights				
ID	Title of Copyright	Date of Applications	Date of Registration	Registration Number
1	X.25 Network Layer Functional Specification	4/1/1989	4/13/1989	366-000
2	X.25 Data Link Layer Functional Specification	4/1/1989	4/13/1989	366-515
3	Asynchronous PAD Functional Specification	4/1/1989	4/13/1989	363-822
4	Trillium MGCP Software Portfolio	4/26/2000	5/1/2000	976-408
5	Trillium ISDN Software Portfolio	3/16/2000	5/1/2000	976-409
	Continuous Computing "Trillium Poster" - A World Map of Telecommunications Infrastructure (version 4)	3/23/2006	6/14/2006	307-987

Registered China Copyright				
ID.	Reg./Appln. No.	Reg. Date	Status of the Software Copyright	Status of the Transfer
1.	2004SR03159	2004-4-12	Registered	Official Acceptance issued and the Approval coming out in 40 days

EXHIBIT B

Patents

CONTINUOUS COMPUTING U.S. PATENT REGISTRATION AND APPLICATIONS						
Title	Inventor	Appl. Date	Appl. No.	Reg. Date	Patent No.	Status
High Availability/High Density System and Method	Michael Hamilton Coward, et. al.	10/17/00	10/916,536			Filed, Rejection from PTO Received; Company Response Required
High Availability File Server For Providing Transparent Access To All Data Before And After Component Failover	Robert Penn Cagle, et al.	6/6/01	09/874,249	2/8/05	6,854,072	Registered
Independently Powered Slots Architecture and Method	Michael Hamilton Coward, et. al.	9/26/04	10/671,432			Filed; Rejection from PTO Received; Company Response Required;

Continuous Computing China Patent Application

Ref. No.	Reg./Appln. No.	Filing Date	Status of the Patent	Status of the Transfer
1.	200410047253.0	2004-5-28	Pending	Pending

EXHIBIT C

United States Trademarks

<u>Description</u>	<u>Serial/ Application Number</u>	<u>Filed/ Registration Date</u>
UPSUITE	2693889	03/04/2003
UPDISK	2622093	09/17/2002
UPBEAT	2618817	09/10/2002
CONTINUOUS COMPUTING CORPORATION	2543823	03/05/2002
TRILLIUM	2075091	07/01/1997
TAPA	2275729	09/07/1999
TRILLIUM	2315838	02/08/2000
TRILLIUM	2020706	12/03/1996
TRILLIUM ON BOARD	2700669	03/25/2003
CONTINUOUS COMPUTING	78560752	02/04/2005
[DESIGN ONLY] [stylized design of a box]	78560745	02/04/2005
CREATE DEPLOY CONVERGE	78560716	02/04/2005
CONTINUOUS COMPUTING	78580848	03/04/2005
CONTINUOUS COMPUTING	78564541	02/10/2005
CREATE DEPLOY CONVERGE	78561380	02/05/2005
[DESIGN ONLY] [stylized design of a box]	78561375	02/05/2005
CONTINUOUS COMPUTING	78561372	02/05/2005
UPSTATE	76352950	12/28/2001
TRILLIUM DIGITAL SYSTEMS	2020707	12/03/1996
TRILLIUM DIGITAL SYSTEMS	2078564	07/15/1997
FLEXTCA	77349487	12/11/2007

Foreign Trademarks

File Title	Country	Classes	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Status
UPSUTE	Canada	Int: 9	4/26/01	1101056			Filed; Clarification and Statement of Use Filed
UPDISK	Canada	Int: 9	4/26/01	1101055			Registered
UPSUTE	European Community	Int: 9	4/26/01	002193399	8/20/02	002193399	Registered
UPDISK	European Community	Int: 9	4/26/01	002192375	8/5/02	002192375	Registered
UPBEAT	European Community	Int: 9	4/26/01	002193498	9/27/02	002193498	Registered
UPSTATE	European Community	Int: 9	2/12/02	002574382			Awaiting Certificate of Registration
Tapa	Australia	Int: 9	9/22/1998	773836	9/3/1999	773836	Registered
Trillium	Australia	Int: 42*9	12/5/2001	897246	12/5/2001	897246	Registered
Trillium	Brazil	Int: 9	11/27/1998	821241591			Published
Trillium	Bulgaria	Int: 9	8/20/1998	42961	3/23/1998	35313	Registered
Tapa	Canada	Int: 9	10/15/1998	893,401	3/22/2000	TMA525505	Registered
Trillium	Canada	Int: 9	5/7/1996	812088	10/17/2003		Pending
Trillium	Chile	Int: 9	7/13/2000	493.138			Pending
Tapa	China	Int: 9	9/21/1998	8800110769	5/20/2000	1389366	Registered
Trillium	China	Int: 9	10/12/1998	9800114980	3/21/2000	1376191	Registered
Tapa	European Community	Int: 9	9/17/1998	936872	2/17/2000	000936872	Registered
Trillium	European Community	Int: 9	4/1/1996	000053447	4/30/1998	000053447	Registered
Tapa	Hong Kong	Int: 9	9/22/1998	12581/98	3/27/1998	05655/00	Registered
Trillium	Hong Kong	Int: 9	8/21/1998	11159/98	8/21/1998	15073/99	Registered
Tapa	India	Int: 9	9/25/1998	820865			Pending
Trillium	India	Int: 9	8/17/1998	814830			Pending
Tapa	Indonesia	Int: 9	9/25/1998	098-16481	8/10/2000	451320	Registered
Trillium	Indonesia	Int: 9	9/1/1998	098-14959	3/8/2000	442461	Registered
Tapa	Israel	Int: 9	9/14/1998	122399	9/9/1999	122389	Registered
Trillium	Israel	Int: 9	2/12/1996	103318	5/8/1997	103318	Registered
Tapa	Japan	Int: 42*9	9/25/1998	98/776604	3/17/2000	4368332	Registered
Trillium	Japan	Int: 9	8/18/1998	96-17374	4/17/1998	4137008	Registered
Tapa	Korea, Republic of	Int: 9	9/17/1998	24198/98			Pending
Trillium	Korea, Republic of	Int: 9	2/16/1996	96-5996	10/21/1997	378848	Registered
Trillium	Mexico	Int: 9	4/26/2000	422611	4/26/2000	751465	Registered
Trillium	Norway	Int: 9	8/13/1998	189807202	1/14/1999	195324	Registered
Trillium	Russian Federation	Int: 9	8/17/1998	98714067	6/14/2000	189859	Registered
Tapa	Singapore	Int: 9	9/24/1998	T98/D6907C	3/27/1988	T98/08907C	Registered
Trillium	Singapore	Int: 9	8/18/1998	T98/08272B	8/18/1998	T98/08272B	Registered
Tapa	South Africa	Int: 9	9/22/1998	98/16888			Published
Trillium	South Africa	Int: 9	8/14/1998	98/14409			Pending
Tapa	Switzerland	Int: 9	9/24/1998	79111998	5/21/1999	460576	Registered

Trillium	Switzerland	Int: 9	8/14/1998	6666/1998	8/14/1998	457902	Registered
Tapa	Taiwan	Int: 9	9/25/1998	87047367	11/1/2000	911562	Registered
Trillium	Taiwan	Int: 9	12/17/1998	87060598	5/01/2000	00890819	Registered
Trillium	Turkey	Int: 9	9/29/1998	6103/98	10/11/1999	99016580	Registered
Tapa	USA	Int: 9	3/27/1998	75/457,795	9/07/1999	2,275,729	Registered
Trillium	USA	Int: 9	11/28/1995	75/024,697	12/03/1996	2,020,706	Registered
Trillium	USA	Int: 42	11/28/1995	75/024,695	7/01/1997	2,075,091	Registered
Trillium and Design	USA	Int: 42	8/17/1998	081788	2/08/2000	2,315,838	Registered
Trillium Digital Systems	USA	Int: 9	11/28/1995	75/024,698	12/03/1996	2,020,707	Registered
Trillium Digital Systems	USA	Int: 42	11/28/1995	75/024,696	7/15/1997	2,078,584	Registered
Trillium on Board	USA	Int: 9	12/17/1998	75/607,042	3/25/2003	2,700,669	Registered

Additional China Trademarks

Reg./Appl. No.	Trademark	Filing Date	Class	Status of the Mark	Status of the Transfer
3576481	gwmaster	2003-5-28	9	Registered	Official Acceptance issued
3580870	GAIEWAYMASTER	2003-6-4	9	Being Opposed	Official Acceptance issued
3563193	translink	2003-5-21	9	Registered	Official Acceptance issued
3576482	Metromaster	2003-6-2	9	Registered	Official Acceptance issued
3576478	Magiface	2003-6-2	9	Registered	Official Acceptance issued
3592331	MEDIAMASTER	2003-6-13	9	Registered	Official Acceptance issued
3592332	FORUMMASTER	2003-6-13	9	Registered	Official Acceptance issued
3592333	MEGAGW	2003-7-1	9	Registered	Official Acceptance issued
3592334	MEGAGATEWAY	2003-6-13	9	Registered	Official Acceptance issued
3592335	SUPERGW	2003-6-13	9	Registered	Official Acceptance issued
3594209	EDGE MASTER	2003-6-16	9	Registered	Official Acceptance issued
3592337	XESSMASTER	2003-6-13	9	Registered	Official Acceptance issued

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