

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
VAST SYSTEMS TECHNOLOGY CORPORATION		05/07/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3161469	METEOR	
Registration Number:	2623119	SIMPLEX SIGILLUM VERI VAST	
Registration Number:	2341040	COMET	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 VAST SYTEMS		

CH \$90.00 3161469

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/26/2009
Total Attachments: 5 source=Vast Systems Technology signed IPSA#page1.tif source=Vast Systems Technology signed IPSA#page2.tif source=Vast Systems Technology signed IPSA#page3.tif source=Vast Systems Technology signed IPSA#page4.tif source=Vast Systems Technology signed IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 7, 2009 by and between COMERICA BANK ("Bank") and VAST SYSTEMS TECHNOLOGY CORPORATION ("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 as of August 28, 2007 (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.

B. 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.

C. 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 Bank and Grantor, 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.

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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:

1250 Oakmead Parkway, Suite 310
Sunnyvale, CA 94085

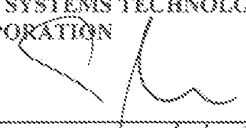
Attn: Kyle Park, CFO

Address of Bank:

Comerica Bank
Mail Code 7578
39200 Six Mile Road
Livonia, MI 481521
Attn: National Documentation Services

GRANTOR:

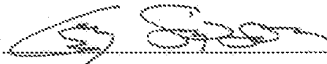
VAST SYSTEMS TECHNOLOGY
CORPORATION

By:  _____

Title: CFO Kyle Park

BANK:

COMERICA BANK

By:  _____

Title: Vice President

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Method and apparatus for modifying a virtual processor model for hardware/software simulation	12/159831	7/30/2007	n/a	
Method and system for modeling a bus for a system design incorporating one or more programmable processors	12/017939	1/22/2008	n/a	
Hardware and software co-simulation including simulating a target processor using binary translation	09/933579	8/20/2001	6,751,583	6/15/2004
Hardware and software co-simulation including executing an analyzed user program	09/820086	3/27/2001	6,584,436	6/24/2003
Hardware and software co-simulation including simulating the cache of a target processor	09/491390	1/26/2000	6,263,302	7/17/2001
Hardware and software co-simulation including executing an analyzed user program	09/430855	10/29/1999	6,230,114	5/8/2001
Clock simulation system and method	11/315683	12/28/2005		

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EXHIBIT C

Trademarks

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
METEOR	76/651605	3,161,469	12/2/2005	10/24/2006
SIMPLEX SIGILLUM VERI VAST	76/092203	2,623,119	7/20/2000	9/24/2002
COMET	75/698843	2,341,040	5/6/1999	4/11/2000

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RECORDED: 05/26/2009

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