

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
MIMOSA SYSTEMS, INC.		08/28/2009	CORPORATION: DELAWARE

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:	CHARTED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3633100	MIMOSA SYSTEMS
Registration Number:	3633099	MIMOSA
Registration Number:	3617505	NEARPOINT DEPLOYMENT ADVANTAGE
Registration Number:	3617503	NEARPOINT
Serial Number:	78498553	ONE PASS PROTECTION

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

OP \$140.00 3633100

ATTORNEY DOCKET NUMBER:	220763.001072
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	09/09/2009
Total Attachments: 9 source=SVB-Mimosa_Sytems_IP_Security_Agreement#page1.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page2.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page3.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page4.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page5.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page6.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page7.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page8.tif source=SVB-Mimosa_Sytems_IP_Security_Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 28, 2009 by and between SILICON VALLEY BANK, a California corporation ("**Bank**") and MIMOSA SYSTEMS, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has made certain advances of money and extended 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 March 23, 2009 (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 (i) extend the Maturity Date, (ii) increase the Facility Amount and (iii) make certain other revisions to the Loan Agreement pursuant to that certain First Amendment to Loan and Security Agreement of even date herewith by and between Bank and Grantor (the "**First Amendment**"), but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the First Amendment and 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature Page Follows.]

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:

MIMOSA SYSTEMS, INC.

3200 Coronado Drive
Santa Clara, California 95054

Attn: Peter Skinner

By: 
Name: T. M. Ravi
Title: President : CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3979 Freedom Circle, Suite 600
Santa Clara, California 95054

Attn: Julia Bobrovich

By: _____
Name:
Title:

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:

MIMOSA SYSTEMS, INC.

3200 Coronado Drive
Santa Clara, California 95054

By: _____
Name:
Title:

Attn: Peter Skinner

BANK:

Address of Bank:

SILICON VALLEY BANK

3979 Freedom Circle, Suite 600
Santa Clara, California 95054

By:  _____
Name: *JEAN LEE*
Title: *RELATIONSHIP MANAGER*

Attn: Julia Bobrovich

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
None			

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
SYNTHETIC FULL COPIES OF DATA AND DYNAMIC BULK-TO-BRICK TRANSFORMATION	11/541,996	02/10/2006
RETRO-FITTING SYNTHETIC FULL COPIES OF DATA	11/541,963	02/10/2006
DYNAMIC BULK-TO-BRICK TRANSFORMATION OF DATA	11/541,891	02/10/2006
DYNAMIC BULK-TO-BRICK TRANSFORMATION OF DATA	11/541,858	02/10/2006
RETRO-FITTING SYNTHETIC FULL COPIES OF DATA	11/541,857	02/10/2006
SYNTHETIC FULL COPIES OF DATA AND DYNAMIC BULK-TO-BRICK TRANSFORMATION	11/541,856	02/10/2006
ENTERPRISE SERVICE AVAILABILITY THROUGH IDENTITY PRESERVATION	11/500,864	08/07/2006
ENTERPRISE SERVER VERSION MIGRATION THROUGH IDENTITY PRESERVATION	11/500,821	08/07/2006
ENTERPRISE SERVICE AVAILABILITY THROUGH IDENTITY PRESERVATION	11/500,809	08/07/2006
ENTERPRISE SERVER VERSION MIGRATION THROUGH IDENTITY PRESERVATION	11/500,806	08/07/2006
ENTERPRISE SERVICE AVAILABILITY THROUGH IDENTITY PRESERVATION	11/500,805	08/07/2006
MULTI-DIMENSIONAL SURROGATES FOR DATA MANAGEMENT	11/211,056	08/23/2005
DYNAMIC BULK-TO-BRICK TRANSFORMATION OF DATA	PCT/US2006/038291	10/02/2006

RETRO-FITTING SYNTHETIC FULL COPIES OF DATA	PCT/US2006/038260	10/02/2006
ENTERPRISE SERVICE AVAILABILITY THROUGH IDENTITY PRESERVATION	PCT/US2006/030928	08/07/2006
ENTERPRISE SERVER VERSION MIGRATION THROUGH IDENTITY PRESERVATION	PCT/US2006/030927	08/07/2006
MULTI-DIMENSIONAL SURROGATES FOR DATA MANAGEMENT	PCT/US2006/002405	01/23/2006

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MIMOSA SYSTEMS (Registered)	3,633,100	06/02/2009
MIMOSA (Registered)	3,633,099	06/02/2009
NEARPOINT DEPLOYMENT ADVANTAGE (Registered)	3,617,505	05/05/2009
NEARPOINT (Registered)	3,617,503	05/05/2009
ONE PASS PROTECTION (Pending)	78/498,553	10/12/2004
MIMOSA NEARPOINT (Abandoned)	78/473,307	08/25/2004

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date