

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
AZUL SYSTEMS, INC.		11/18/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CHARTERED BANK: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3257762	COMPUTE POOL MANAGER
Registration Number:	3250557	UNBOUND COMPUTE
Registration Number:	3200617	VEGA
Registration Number:	3080494	A
Registration Number:	2946472	AZUL
Registration Number:	2952506	AZUL SYSTEMS
Serial Number:	77823861	AZUL BARE METAL
Serial Number:	77781368	JAVA AS A SERVICE (JAAS)
Serial Number:	77781367	JAAS

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.

OP \$240.00 3257762

900148022

**TRADEMARK
 REEL: 004099 FRAME: 0091**

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

ATTORNEY DOCKET NUMBER:	220763.000905
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	11/18/2009

Total Attachments: 11

source=SVB-Azul_Executed_Agreement#page1.tif
source=SVB-Azul_Executed_Agreement#page2.tif
source=SVB-Azul_Executed_Agreement#page3.tif
source=SVB-Azul_Executed_Agreement#page4.tif
source=SVB-Azul_Executed_Agreement#page5.tif
source=SVB-Azul_Executed_Agreement#page6.tif
source=SVB-Azul_Executed_Agreement#page7.tif
source=SVB-Azul_Executed_Agreement#page8.tif
source=SVB-Azul_Executed_Agreement#page9.tif
source=SVB-Azul_Executed_Agreement#page10.tif
source=SVB-Azul_Executed_Agreement#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 18, 2009 by and between SILICON VALLEY BANK ("Bank") and AZUL 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 as of April 25, 2008 as the same has been amended, modified, supplemented or restated, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to enter into that certain Third Amendment to Loan and Security Agreement of even date herewith by and between Bank and Grantor (the "Third 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 Loan Agreement and the Third Amendment, 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. This Intellectual Property Security Agreement and the security interest granted herein shall terminate upon the IP Release Date (as defined in the Third Amendment).

[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:

1600 Plymouth Street
Mountain View, California 94043
Attn: Bill Walthen

AZUL SYSTEMS, INC.

By: _____
Name: *Scott J. Ellers*
Title: *President & CEO*

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304
Attn: Matthew Wright

SILICON VALLEY BANK

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:

AZUL SYSTEMS, INC.

1600 Plymouth Street
Mountain View, California 94043
Attn: Bill Walthen

By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94304
Attn: Matthew Wright

By:  _____
Name: Matthew Wright
Title: RM

EXHIBIT 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

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Security Interest/ Ownership Issues</u>
Array access	7,577,801	08/18/2009	
Cooperative memory management allowing program request and release memory as needed	7,565,507	07/21/2009	
Ordering operation	7,552,302	06/23/2009	
Segmented virtual machine	7,536,688	05/19/2009	
Self-checking test generator for partially-modeled processors by propagating fuzzy states	7,483,824	01/27/2009	
Segmented virtual machine transport mechanism	7,480,908	01/20/2009	
System and method for concurrent compacting self pacing garbage collection using loaded value and access barriers	7,469,324	12/23/2008	
Write-back cache with different ECC codings for clean and dirty lines with refetching of uncorrectable clean lines	7,437,597	10/14/2008	
Memory addressing	7,401,202	07/15/2008	
Expanded memory space in environments including virtual machines	7,401,178	07/15/2008	

Encoding 64-bit data nibble error correct and cyclic-redundancy code (CRC) address error detect for use on a 76-bit memory module	7,398,449	07/08/2008
Speculative multiaddress atomicity	7,376,800	05/20/2008
Distributed cache coherence at scalable requestor filter pipes that accumulate invalidation acknowledgements from other requestor filter pipes using ordering messages from central snoop Tag	7,366,847	04/29/2008
Multi-level power monitoring, filtering and throttling at local blocks and globally	7,337,339	02/26/2008
Wide-scan on-chip logic analyzer with global trigger and interleaved SRAM capture buffers	7,332,929	02/19/2008
Cooperative memory management	7,278,005	10/02/2007
Testing replicated sub-systems in a yield-enhancing chip-test environment using on-chip compare to expected results for parallel scan chains testing critical and repairable sections of each sub-system	7,263,642	08/28/2007
Memory management	7,257,685	08/14/2007

Error recovery of variable-length packets without sequence numbers or special symbols used for synchronizing transmit retry-buffer pointer	7,248,587	07/24/2007
Duplicate snoop tags partitioned across multiple processor/cache chips in a multi-processor system	7,225,300	05/29/2007
Address error detection by merging a polynomial-based CRC code of address bits with two nibbles of data or data ECC bits	7,203,890	04/10/2007
Memory management	7,117,318	10/03/2006
Multi-chip package having repairable embedded memories on a system chip with an EEPROM chip storing repair information	7,053,470	05/30/2006
Segmented virtual machine transport mechanism	12/315,854	12/05/2008
Reducing latency in a segmented virtual machine	12/315,857	12/05/2008
System and method for concurrent compacting self pacing garbage collection using loaded value and access barriers	12/151,430	05/05/2008
Subsystem and Method for Encoding 64-bit Data Nibble Error Correct and Cyclic-Redundancy Code (CRC) Address Error Detect for Use in a 76-bit Memory Module	12/132,839	06/04/2008

Cooperative memory management	11/894,434	08/20/2007
CPU utilization metering on systems that include multiple hardware threads per core	11/449,154	06/07/2006
Efficient streaming of un-aligned load/store instructions that save unused non-aligned data in a scratch register for the next instruction	11/164,011	11/07/2005
CPU utilization metering on systems that include multiple hardware threads per core	PCT/US2007/0124 47	05/24/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registratio n/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
COMPUTE POOL MANAGER (Registered)	3,257,762	07/03/2007	
UNBOUND COMPUTE (Registered)	3,250,557	06/12/2007	
VEGA (Registered)	3,200,617	01/23/2007	
A (Registered)	3,080,494	04/11/2006	
AZUL (Registered)	2,946,472	05/03/2005	
AZUL SYSTEMS (Registered)	2,952,506	05/17/2005	
AZUL BARE METAL (Pending)	77/823,861	09/10/2009	
JAVA AS A SERVICE (JAAS) (Pending)	77/781,368	07/15/2009	
JAAS (Pending)	77/781,367	07/15/2009	
WITH GREEN IN MIND (Abandoned)	77/459,528	04/28/2008	

EXHIBIT D

Mask Works

<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