

TO: COOLEY GODWARD KRONISH LLP COMPANY: 101 CALIFORNIA STREET, 5TH FLOOR

Record as of 2/20/10

Re: 2/16/10

02-17-2010



103589039

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
Brocade Communications Systems, Inc.		01/20/2010	CORPORATION: DELAWARE
Foundry Networks, LLC		01/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
McData Corporation		01/20/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	707 Wilshire Blvd., 17th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	National Association: <i>Delaware</i>

PROPERTY NUMBERS Total: 84

Property Type	Number	Word Mark
Registration Number:	3450116	B
Registration Number:	3482997	B
Registration Number:	3458895	B
Registration Number:	3445761	B
Registration Number:	3468561	B
Registration Number:	3462964	B
Registration Number:	2312393	BIGIRON
Registration Number:	2153602	BROCADE
Serial Number:	77857842	BROCADE ASSURANCE
Registration Number:	2815521	BROCADE CONNECT
Serial Number:	77861821	BROCADE NETWORK-ENABLED TECHNOLOGY

CF 31618 00 3450116

TO: COOLEY GODWARD KRONISH LLP COMPANY: 101 CALIFORNIA STREET, 5TH FLOOR

Registration Number:	1855250	DATA SWITCH
Registration Number:	3702578	DCFM
Serial Number:	77273129	DCX
Serial Number:	77273119	DCX
Registration Number:	3483234	EDGEIRON
Serial Number:	77656949	EXTRAORDINARY NETWORKS
Serial Number:	77656958	EXTRAORDINARY NETWORKS
Serial Number:	77656958	EXTRAORDINARY NETWORKS
Serial Number:	77656960	EXTRAORDINARY NETWORKS
Registration Number:	2573394	FABRIC OS
Registration Number:	2268037	FASTIRON
Registration Number:	2902481	FILE LIFECYCLE MANAGER
Registration Number:	3094159	FLEXPAN
Registration Number:	3325846	FOUNDRY
Registration Number:	3528548	FOUNDRY
Registration Number:	2172468	FOUNDRY NETWORKS
Registration Number:	3528549	FOUNDRY NETWORKS
Registration Number:	2839157	HOT CAT
Registration Number:	2811723	INTREPID
Registration Number:	3483238	IRONPOINT
Registration Number:	2248565	IRONVIEW
Registration Number:	9365976	IRONVIEW
Registration Number:	2848583	ISNAP
Registration Number:	1567856	MCDATA
Registration Number:	1418973	MCDATA
Registration Number:	2848327	MCDATA
Registration Number:	2808103	
Registration Number:	2210277	
Registration Number:	2861802	MULTI-CAPABLE STORAGE NETWORK SOLUTIONS
Serial Number:	77784902	MYBROCADE
Registration Number:	3079201	MYVIEW
Serial Number:	77861839	NET HEALTH
Registration Number:	2174495	NETIRON
Registration Number:	2871598	NETWORKING THE WORLD'S BUSINESS DATA
Serial Number:	77861813	NEXT

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Registration Number:	3012551	NUVIEWHR
Registration Number:	3432058	SAN HEALTH
Registration Number:	2815801	SANPILOT
Registration Number:	2821762	SANTEGRITY
Registration Number:	3184835	SECUREIRON
Registration Number:	2487241	SERVERIRON
Registration Number:	2186789	SILKWORM
Registration Number:	3185582	SPHEREON
Registration Number:	2837487	STORAGEX
Registration Number:	3207720	TAPESTRY
Registration Number:	1723336	TELENEX
Registration Number:	3488801	THE POWER OF PERFORMANCE
Registration Number:	2212298	TURBOIRON
Serial Number:	77783852	WINGSPAN
Registration Number:	3018446	XPATH
Registration Number:	2201107	B
Serial Number:	77273138	DCX
Registration Number:	3715844	DCX

CORRESPONDENCE DATA

Fax Number: (415)883-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 4158832440
 Email: crhem@cooley.com
 Correspondent Name: Cooley Godward Kronish LLP
 Address Line 1: 101 California Street, 5th Floor
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	BROCADE/ WELLS 027910-104
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NAME OF SUBMITTER:	Chris Rhem
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Signature:	/CR/
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Date:	01/20/2010
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Total Attachments: 10

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS, SECURITY INTERESTS AND RIGHTS GRANTED PURSUANT TO THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT SHALL BE AS SET FORTH IN, AND SUBJECT TO THE TERMS AND CONDITIONS OF (AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER OR THEREUNDER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF), THE INTERCREDITOR AGREEMENT, DATED AS OF JANUARY 20, 2010 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE CREDIT AGREEMENT SECURED PARTIES, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2018 NOTES COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2020 NOTES COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2018 NOTES AUTHORIZED REPRESENTATIVE AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2020 NOTES AUTHORIZED REPRESENTATIVE (ALL AS DEFINED THEREIN), AND EACH ADDITIONAL AUTHORIZED REPRESENTATIVE FROM TIME TO TIME PARTY THERETO AND THE PLEDGORS HEREUNDER FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT AND THE INTERCREDITOR AGREEMENT, THE INTERCREDITOR AGREEMENT SHALL CONTROL.

Trademark Security Agreement

Trademark Security Agreement, dated as of January 20, 2010, by BROCADE COMMUNICATIONS SYSTEMS, INC., a Delaware corporation, FOUNDRY NETWORKS, LLC, a Delaware limited liability company and MCDATA CORPORATION, a Delaware corporation (each of the foregoing, a "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Security Agreements (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Indenture (the "2018 Indenture") dated as of January 20, 2010, among the Company, the other Pledgors and Wells Fargo Bank, National Association, as trustee, the Company has issued 6.625% Senior Security Notes due 2018 (the "2018 Notes") to the holders thereof;

WHEREAS, pursuant to the Indenture (the "2020 Indenture") dated as of January 20, 2010, among the Company, the other Pledgors and Wells Fargo Bank, National Association, as trustee, the Company has issued 6.875% Senior Secured Notes due 2020 (the "2020 Notes") to the holders thereof;

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WHEREAS, each Pledgor is a party to a Security Agreement applicable to the 2018 Notes of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2018 Security Agreements") in favor of the Collateral Agent under the 2018 Indenture pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, each Pledgor is a party to a Security Agreement applicable to the 2020 Notes of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2020 Security Agreement" and, together with the 2018 Security Agreement, the "Security Agreements") in favor of the collateral agent under the 2020 Indenture pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreements and used herein have the meaning given to them in the Security Agreements.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreements and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (as defined in each of the Security Agreements) (other than contingent indemnification obligations not yet due and payable) and termination of the Security Agreements, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds under this Trademark Security Agreement. In addition, the Liens on the

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Trademarks and Proceeds thereof will be automatically released, without the need for any action by the Collateral Agent or any other Secured Party, in accordance with the provisions of Section 11.4 of each of the Security Agreements.

SECTION 5. ~~Counterparts~~. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BROCADE COMMUNICATIONS SYSTEMS, INC.

By: Richard Derouleau
Name: Richard Derouleau
Title: Vice President and Chief Financial Officer

BROCADE LEGAL
By: [Signature]
Date: 1/16/10



[Signature Page to Trademark Security Agreement]

TO: COOLEY GODWARD KRONISH LLP COMPANY: 101 CALIFORNIA STREET, 5TH FLOOR

FOUNDRY NETWORKS, LLC

By: Richard Deranleau
Name: Richard Deranleau
Title: Chief Financial Officer

BROCADE LEGAL
By: 3/19
Date: 1/11/10

B

(Signature Page to Trademark Security Agreement)

TO: COOLEY GODWARD KRONISH LLP COMPANY: 101 CALIFORNIA STREET, 5TH FLOOR

MCDATA CORPORATION

By: Richard Deramless
Name: Richard Deramless
Title: Chief Financial Officer

BROCADE LEGAL
By: [Signature]
Date: 2/15/10

[Signature Page to Trademark Security Agreement]

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Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: *Maddy Hall*
Name: Maddy Hall
Title: Vice President

[Signature Page to Trademark Security Agreement]

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Schedule I
to
Trademark Security Agreement
U.S. Trademark Registrations and Trademark Applications

Brocade Communications Systems, Inc.

B Weave Design	United States	Registered	75/282,652	25-Apr-1997	2201107	03-Nov-1998
B Wing Design	United States	Registered	77/038,551	07-Nov-2006	3450116	17-Jun-2008
B Wing Design	United States	Registered	77/038,526	07-Nov-2006	3462997	08-Jul-2008
B Wing Design	United States	Registered	77/038,505	07-Nov-2006	3458695	01-Jul-2008
B Wing Design	United States	Registered	77/027,597	23-Oct-2006	3445761	10-Jun-2008
B Wing Design (rod wing)	United States	Registered	77/027,601	23-Oct-2006	3468561	15-Jul-2008
B Wing Design (rod wing)	United States	Registered	77/027,603	23-Oct-2006	3462964	08-Jul-2008
BIGIRON	United States	Registered	75/409,340	22-Dec-1997	2312393	25-Jan-2000
BROCADE	United States	Registered	75/247,796	25-Feb-1997	2153602	28-Apr-1998
BROCADE ASSURANCE	United States	Pending	77/857,842	26-Oct-2009		
BROCADE CONNECT	United States	Registered	76/411,983	24-May-2002	2915521	04-Jan-2005
BROCADE NETWORK-ENABLED TECHNOLOGY	United States	Pending	77/861,821	30-Oct-2009		
DATA SWITCH	United States	Registered	73/899,416	19-May-1986	1655250	03-Sep-1991
DCFM	United States	Registered	77/439,048	03-Apr-2008	3702578	27-Oct-2009
DCX	United States	Registered	77/273,136	06-Sep-2007		24-Nov-2009
DCX	United States	Published	77/273,129	06-Sep-2007		
DCX	United States	Published	77/273,119	06-Sep-2007		
DCX	United States	Registered	77/273,113	06-Sep-2007	3715844	24-Nov-2009
EDGEIRON	United States	Registered	77/200,471	07-Jun-2007	3483234	12-Aug-2008
EXTRAORDINARY NETWORKS	United States	Published	77/656,944	26-Jan-2009		
EXTRAORDINARY NETWORKS	United States	Published	77/656,956	26-Jan-2009		

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EXTRAORDINARY NETWORKS	United States	Published	77656,958	26-Jan-2009		
EXTRAORDINARY NETWORKS	United States	Published	77656,960	26-Jan-2009		
FABRIC OS	United States	Registered	76237,200	04-Apr-2001	2573394	28-May-2002
FASTRON	United States	Registered	75226,662	13-Jan-1997	2268037	10-Aug-1999
FILE LIFECYCLE MANAGER	United States	Registered	78280,764	30-Jul-2003	2902481	09-Nov-2004
FLEXPAR	United States	Registered	78452,167	16-Jul-2004	3084159	16-May-2006
FOUNDRY	United States	Registered	78517,606	16-Nov-2004	3325846	30-Oct-2007
FOUNDRY	United States	Registered	77292,777	01-Oct-2007	3526548	04-Nov-2008
FOUNDRY NETWORKS	United States	Registered	75226,611	15-Jan-1997	2172468	14-Jul-1998
FOUNDRY NETWORKS	United States	Registered	77292,781	01-Oct-2007	3526549	04-Nov-2008
HOT CAT	United States	Registered	78085,296	24-Sep-2001	2839157	04-May-2004
INTREPID	United States	Registered	78118,822	01-Apr-2002	2811723	03-Feb-2004
IRONPOINT	United States	Registered	77200,812	07-Jun-2007	3483238	12-Aug-2008
IRONVIEW	United States	Registered	75251,164	28-Feb-1999	2248565	01-Jun-1999
IRONVIEW	United States	Registered	77178,698	11-May-2007	3355978	18-Dec-2007
ISNAP	United States	Registered	76422,575	18-Jun-2002	2848583	01-Jun-2004
MCDATA	United States	Registered	73458,789	04-May-1987	1557656	26-Sep-1989
MCDATA (Spyfized)	United States	Registered	73470,687	16-Mar-1984	1418973	02-Dec-1986
MCDATA and Design (circles)	United States	Registered	78043,021	12-Jan-2001	2846327	25-May-2004
Miscellaneous Design	United States	Registered	76566,258	15-Dec-2003	2906103	30-Nov-2004
Miscellaneous Design (Gear Design)	United States	Registered	75280,105	23-Apr-1997	2210277	15-Dec-1998
MULTI-CABLE STORAGE NETWORK SOLUTIONS	United States	Registered	78240,772	22-Apr-2003	2861802	06-Jul-2004
MYBROCADE	United States	Pending	77784,902	20-Jul-2009		
MYVIEW	United States	Registered	78579,768	03-Mar-2005	3079201	11-Apr-2006
NETHEALTH	United States	Pending	77861,839	30-Oct-2009		
NETRON	United States	Registered	75226,612	15-Jan-1997	2174495	21-Jul-1998

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NETWORKING THE WORLD'S BUSINESS DATA	United States	Registered	78/235,962	09-Apr- 2003	2871598	10-Aug- 2004
NEXT	United States	Pending	77/861,813	30-Oct- 2009		
NLVIEWHR	United States	Registered	76/666,259	15-Dec- 2003	3012551	08-Nov- 2005
SAN HEALTH	United States	Registered	77/059,622	07-Dec- 2006	3432058	20-May- 2008
SANPILOT	United States	Registered	78/155,180	16-Aug- 2002	2815801	17-Feb- 2004
SANTEGRITY	United States	Registered	78/141,016	03-Jul- 2002	2821762	09-Mar- 2004
SECUREIRON	United States	Registered	78/628,029	11-May- 2005	3184835	12-Dec- 2006
SERVERIRON	United States	Registered	75/837,940	02-Nov- 1999	2467241	10-Jul- 2001
SILKWORM	United States	Registered	75/247,797	25-Feb- 1997	2186789	01-Sep- 1998
SPHERION	United States	Registered	78/118,995	02-Apr- 2002	3195592	09-Jan- 2007
STORAGEX	United States	Registered	78/081,729	29-Aug- 2001	2637487	15-Dec- 2002
TAPESTRY	United States	Registered	78/704,220	31-Aug- 2005	3207720	13-Feb- 2007
TELENEX	United States	Registered	74/112,125	05-Nov- 1990	1723336	13-Oct- 1992
THE POWER OF PERFORMANCE	United States	Registered	77/210,157	19-Jun- 2007	3489801	19-Aug- 2008
TURBOIRON	United States	Registered	75/266,963	31-Mar- 1997	2212298	22-Dec- 1998
WINGSPAN	United States	Published	77/783,852	17-Jul- 2009		
XPATH	United States	Registered	78/221,472	04-Mar- 2003	3018446	22-Nov- 2005

Foundry Networks, Inc.:

None

McData Corporation:

None