

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
Mercury Computer Systems, Inc.		02/12/2010	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3478050	MULTICORE PLUS	
Registration Number:	3442608	POWERBLOCK	
Registration Number:	3432810	ECHOTEK	
Registration Number:	3269390	ENSEMBLE2	
Registration Number:	2730772	RACE SERIES	
Registration Number:	2733445	RACE	
Registration Number:	2625279	RACE++ SERIES	
Registration Number:	3112712	RESOLVERT	
Registration Number:	2936813	CHECKMC	
Registration Number:	2784214	RACE CERTIFIED	
Registration Number:	3243478	MC/OS CERTIFIED	
Registration Number:	2775513	RACEWAY READY	
Registration Number:	2730773	RACE SERIES	
Registration Number:	3169283	IMPACTRT	

CH \$540.00 3478050

900155225

**TRADEMARK
 REEL: 004152 FRAME: 0710**

Registration Number:	3737370	ECHOCORE
Registration Number:	2776350	VANTAGE RT
Registration Number:	2820219	VANTAGE RT
Registration Number:	2550425	SERIES RACE++
Registration Number:	2496639	POWERSTREAM
Serial Number:	78638182	CHALLENGES DRIVE INNOVATION
Serial Number:	77426623	CPI

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 1501 Wilson Boulevard
Address Line 2: Suite 510
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	1002804TM
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	02/20/2010

Total Attachments: 12
source=Mercury#page1.tif
source=Mercury#page2.tif
source=Mercury#page3.tif
source=Mercury#page4.tif
source=Mercury#page5.tif
source=Mercury#page6.tif
source=Mercury#page7.tif
source=Mercury#page8.tif
source=Mercury#page9.tif
source=Mercury#page10.tif
source=Mercury#page11.tif
source=Mercury#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 12, 2010 by and between SILICON VALLEY BANK, a California corporation ("Bank") and MERCURY COMPUTER SYSTEMS, INC., a Massachusetts 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 Loan and Security Agreement by and between Bank and Grantor dated as of February 12, 2010 (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, 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, 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:

1. 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");

2. Any and all trade secrets, and any and all intellectual property rights in computer hardware and software and computer hardware and software products now or hereafter existing, created, acquired or held;

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

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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:
201 Riverneck Road
Chelmsford, MA 01824

MERCURY COMPUTER SYSTEMS, INC.

By:  _____

Attn: General Counsel

Title: Senior Vice President, Chief Financial
Officer, and Treasurer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

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:
201 Riverneck Road
Chelmsford, MA 01824

MERCURY COMPUTER SYSTEMS, INC.

By: _____

Attn: General Counsel

Title: Senior Vice President, Chief Financial
Officer, and Treasurer

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Laura B. Carlson

Attn: _____

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See attached

Patent Rider:

Patents and Patent Applications:

Issued Patents:

PAT. NO.	Title
7,623,732	Method and apparatus for digital image filtering with discrete filter kernels using graphics hardware
7,453,922	Wireless communication systems and methods for contiguously addressable memory enabled multiple processor based multiple user detection
7,376,175	Wireless communications systems and methods for cache enabled multiple processor based multiple user detection
7,327,780	Wireless communications systems and methods for multiple operating system multiple user detection
7,302,462	Framework and methods for dynamic execution of digital data processor resources
7,302,237	Wideband signal generators, measurement devices, methods of signal generation, and methods of signal analysis
7,257,816	Digital data processing apparatus and methods with dynamically configurable application execution on accelerated resources
7,248,623	Wireless communications systems and methods for short-code multiple user detection
7,218,668	Wireless communications systems and methods for virtual user based multiple user detection utilizing vector processor generated mapped cross-correlation matrices
7,210,062	Wireless communications systems and methods for nonvolatile storage of operating parameters for multiple processor based multiple user detection
7,203,221	Load balancing computational methods in a short-code spread-spectrum communications system
7,177,344	Wireless communication systems and methods for long-code communications for regenerative multiple user detection involving implicit waveform subtraction
7,164,706	Computational methods for use in a short-code spread-spectrum communications system
7,139,306	Wireless communication systems and methods for long-code communications for regenerative multiple user detection involving pre-maximal combination matched filter outputs

7,110,440	Wireless communications systems and methods for multiple processor based multiple user detection
7,110,437	Wireless communications systems and methods for direct memory access and buffering of digital signals for multiple user detection
7,110,431	Hardware and software for performing computations in a short-code spread-spectrum communications system
7,106,742	Method and system for link fabric error detection and message flow control
7,099,374	Wireless communication systems and methods for long-code communications for regenerative multiple user detection involving matched-filter outputs
7,031,258	Digital data system with link level message flow control
7,007,058	Methods and apparatus for binary division using look-up table
6,879,486	Central inlet circuit board assembly
6,781,831	Card-cage with integrated control and shaping of flow resistance curve for multiple plenum chambers
6,759,588	Circuit board assembly with a combination thermal, shock, vibration, and/or electromagnetic compatibility cover
6,754,684	Method and apparatus for median filter on SIMD architecture digital data processor
6,697,255	Circuit board assembly with integrated shaping and control of flow resistance curve
6,690,575	Digital data processor chassis with flow balanced air intake into multiple circuit board assemblies
6,683,787	Circuit board assembly with integrated air plenum chamber using self-aligning heat sinks
6,678,773	Bus protocol independent method and structure for managing transaction priority, ordering and deadlocks in a multi-processing system
6,661,657	Circuit board assembly for use in a central inlet chassis configuration
6,625,632	Method and apparatus for square root generation using bit manipulation and instruction interleaving
6,609,140	Methods and apparatus for fast fourier transforms
6,243,762	Methods and apparatus for data access and program generation on a multiprocessing computer
6,227,897	System for high-bandwidth electrical coupling

5,950,203	Method and apparatus for high-speed access to and sharing of storage devices on a networked digital data processing system
5,721,828	Multicomputer memory access architecture
5,602,729	Method and apparatus for monitoring and controlling multiprocessor digital data processing systems
5,598,568	Multicomputer memory access architecture

Patent Applications:

Pub. App. No.	Title
20090040070	Real-Time, Three-Dimensional Synthetic Vision Display of Sensor-Validated Terrain Data
20080280463	Rugged Chip Packaging
20080215204	Methods, Apparatus and Systems for Enhanced Synthetic Vision and Multi-Sensor Data Fusion to Improve Operational Capabilities of Unmanned Aerial Vehicles
20050270298	Daughter Card Approach to Employing Multiple Graphics Cards within a System

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See attached

Trademark Rider:

Serial Number	Reg. Number	Mark
78638182		CHALLENGES DRIVE INNOVATION
78750051	3478050	MULTICORE PLUS
78817971	3442608	POWERBLOCK
78701582	3432810	ECHOTEK
78570861	3269390	ENSEMBLE2
78098740	2730772	RACE SERIES
78098736	2733445	RACE
78098731	2625279	RACE++ SERIES
78386184	3112712	RESOLVERT
78188041	2936813	CHECKMC
78131721	2784214	RACE CERTIFIED
78131719	3243478	MC/OS CERTIFIED
78131585	2775513	RACEWAY READY
78098741	2730773	RACE SERIES
78054560	3169283	IMPACTRT
77141385	3737370	ECHOCORE
77426623		CPI
76287667	2776350	VANTAGE RT
76281371	2820219	VANTAGE RT
75642281	2550425	SERIES RACE++
75562752	2496639	POWERSTREAM

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

1191543.2