

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
XCEIVE CORPORATION		02/24/2010	CORPORATION: CALIFORNIA
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3172649	QUICKTUNE	
Registration Number:	2907162	XCEIVE	
Serial Number:	77577356	XDDI	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	220763.001082		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$90.00 3172649

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**TRADEMARK
 REEL: 004155 FRAME: 0447**

Signature:	/Michael J. Brignati 60,890/
Date:	02/24/2010
Total Attachments: 8 source=SVB-Xceive_Executed_IP_Addendum#page1.tif source=SVB-Xceive_Executed_IP_Addendum#page2.tif source=SVB-Xceive_Executed_IP_Addendum#page3.tif source=SVB-Xceive_Executed_IP_Addendum#page4.tif source=SVB-Xceive_Executed_IP_Addendum#page5.tif source=SVB-Xceive_Executed_IP_Addendum#page6.tif source=SVB-Xceive_Executed_IP_Addendum#page7.tif source=SVB-Xceive_Executed_IP_Addendum#page8.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 24, 2010 by and between SILICON VALLEY BANK (“**Bank**”) and XCEIVE CORPORATION, a California corporation (“**Grantor**”).

RECITALS

A. Pursuant to the terms of the Loan Agreements (as defined below) and that certain Intellectual Property Security Agreement by and between Bank and Grantor dated June 19, 2009 (the “**Prior IP 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.

B. Bank has made certain advances of money and extended certain financial accommodations to Grantor in the amounts and manner set forth in that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated as of June 19, 2009 (as the same may be amended, modified or supplemented from time to time, the “**EXIM Loan Agreement**”) and Bank has agreed to make certain additional advances of money and to extend certain financial accommodations to Grantor (the “**Additional 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the “**Domestic Loan Agreement**”, and collectively with the EXIM Loan Agreement, the “**Loan Agreements**”; capitalized terms used herein are used as defined in the Loan Agreements).

C. Bank is willing to make the Additional 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 Agreements and by executing this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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 Agreements, the parties hereto hereby agree that the Prior IP Agreement is hereby replaced, amended and restated in its entirety pursuant to this Agreement and further the Grantor represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreements, 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 Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements 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 Agreements 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 Agreement, the Loan Agreements 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:

XCEIVE CORPORATION

3900 Freedom Circle
Suite 200
Santa Clara, California 95054
Attn: Ms. Meryl Rains

By: 
Name: JEAN-LOUIS BORIES
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94304
Attn: Ms. Reisa Babic


By: 
Name: Reisa Babic
Title: VP, RM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>
IMAGE REJECTION MIXER PROVIDING PRECISION IMAGE REJECTION TELEVISION RECEIVER FOR DIGITAL AND ANALOG TELEVISION SIGNALS	7,369,835	05/06/2008	XCEIVE CORPORATION
TELEVISION RECEIVER INCLUDING AN INTEGRATED BAND SELECTION FILTER	7,265,792	09/04/2007	XCEIVE CORPORATION
BROADBAND RECEIVER HAVING A MULTISTANDARD CHANNEL FILTER	7,251,466	07/31/2007	XCEIVE CORPORATION
IMAGE REJECTION MIXER FOR BROADBAND SIGNAL RECEPTION	7,075,585	07/11/2006	XCEIVE CORPORATION
INTEGRATED TUNABLE FILTER FOR BROADBAND TUNER	6,985,710	01/10/2006	XCEIVE CORPORATION
CURRENT-CONTROLLED QUADRATURE OSCILLATOR USING DIFFERENTIAL GM/C CELLS INCORPORATING AMPLITUDE LIMITERS	6,915,121	07/05/2005	XCEIVE CORPORATION
	10/846,364	05/14/2004	XCEIVE CORPORATION

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QUICKTUNE (Registered)	3,172,649	11/14/2006
XCEIVE (Registered)	2,907,162	11/30/2004
CHANNELVISTA (Abandoned)	78/956,348	08/21/2006
MULTIVU (Abandoned)	78/855,713	04/06/2006
XDDI (Pending)	77/577,356	09/24/2008
DIGITAL DIRECT (Abandoned)	78/528,918	12/08/2004
FINETUNE (Abandoned)	78/501,961	10/19/2004

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None