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TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH, LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/26/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL INSTRUMENTS CORPORATION		03/28/2010	CORPORATION: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association: <i>USA</i>		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3030217	NETWISDOM	
Serial Number:	77918310	SANINSIGHT	
Serial Number:	77700199	VIRTUALWISDOM	
Registration Number:	3729505		
Serial Number:	77559443	SAN I/O INTELLIGENCE	
Serial Number:	77559432	VIRTUAL INSTRUMENTS	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@ccooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish, LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		

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TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH, LLP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 25, 2010 by and between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and VIRTUAL INSTRUMENTS CORPORATION, a corporation formed under the laws of the Cayman Islands ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Virtual Instruments USA Inc. ("VIUSA"), and Grantor (Grantor and VIUSA are individually referred to herein as a "Borrower" and collectively, the "Borrowers") dated of even date herewith (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 Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers 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 and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH, LLP

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:

180 Enterprise Way, Suite C-3
Scotts Valley, CA 95066

Attn:

VIRTUAL INSTRUMENTS CORPORATION

By: [Signature]

Title: CEO

BANK:

Address of Bank:

55 Almaden Blvd.
San Jose, CA 95113

Attention: Technology Division

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]

Title: DEBRA ANSARA - VICE PRESIDENT

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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1.

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TO: ERIN O'BRIEN COMPANY: C/O COOLEY GODWARD KRONISH, LLP

EXHIBIT B

Patents

Description	Patent/ Serial Number	Issue / Application Date
Systems and methods for filtering network diagnostic statistics	12/351,402	01/28/09
Network diagnostic systems and methods for light levels of optical signals	12/346,114	12/30/08

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TO:ERIN O'BRIEN COMPANY:C/O COOLEY GODWARD KRONISH, LLP

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
NETWISDOM	3,030,217	12/13/05
SANESIGHT	77/916,310	01/20/10
VIRTUALWISDOM	77/700,199	01/26/09
(DESIGN)	3,729,505	12/22/09
SAN IO INTELLIGENCE	77/559,443	08/29/08
VIRTUAL INSTRUMENTS	77/559,432	08/29/08