

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BAY MICROSYSTEMS, INC.		12/29/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	M/C 7578		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	BANKING ASSOCIATION: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78739495	CHESAPEAKE	
<b>Serial Number:</b>	78643524	ABEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)638-5033		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	8586386733		
<b>Email:</b>	karen.johanson@dlapiper.com		
<b>Correspondent Name:</b>	DLA PIPER LLP (US)		
<b>Address Line 1:</b>	4365 EXECUTIVE DR., SUITE 1100		
<b>Address Line 2:</b>	ATTN: KAREN JOHANSON		
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	329034-203		
<b>NAME OF SUBMITTER:</b>	Troy Zander		

CH \$65.00 78739495

Signature:	/Troy Zander/
Date:	04/07/2010
Total Attachments: 5 source=Bay Microsystems IPSA#page1.tif source=Bay Microsystems IPSA#page2.tif source=Bay Microsystems IPSA#page3.tif source=Bay Microsystems IPSA#page4.tif source=Bay Microsystems IPSA#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 29, 2008 by and between COMERICA BANK ("Bank") and BAY MICROSYSTEMS, INC., a Delaware corporation ("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 between Bank and Grantor dated July 21, 2006, as may subsequently be amended from time to time, including but not limited to by that certain First Amendment to Loan and Security Agreement dated as of February 7, 2007, that certain Second Amendment to Loan and Security Agreement dated as of July 20, 2007, that certain Third Amendment to Loan and Security Agreement dated as of March 10, 2008 and that certain Fourth Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor 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.

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.

Address of Grantor:

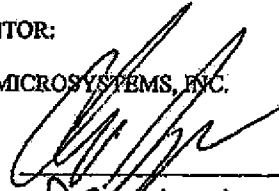
2055 Gateway Place, Suite 650  
San Jose, CA 95110

Attn: Chief Executive Officer

GRANTOR:

BAY MICROSYSTEMS, INC.

By:

 CHARLES GERSHMAN

Title:

PRESIDENT & CEO

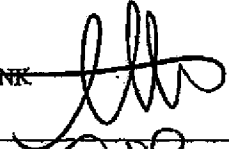
Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

BANK:

COMERICA BANK

By:

  
SVP

Title:

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1. Data forwarding engine	10413859	4/14/03
2. System and method for shifting the phase of a clock signal	6690223	2/10/04
3. Vertical instruction and data processing in a network processor architecture	6996117	2/7/06
4. Memory management system and algorithm for network processor architecture	7006505	2/28/06
5. Network processor architecture	7310348	12/18/07
6. Differentiated services for a network processor	7349403	3/25/08
7. Fault-tolerant mesh network comprising interlocking ring networks	09969703	10/3/01
8. Overhead engine for telecommunications nodes	10193579	7/11/02
9. Overhead processing in telecommunications nodes	10193580	7/11/02
10. Hierarchical finite-state machines	10194603	7/11/02
11. Robust mesh transport network comprising conjoined rings	10284619	10/31/02
12. Uniform impedance printed circuit board	10446361	5/28/03
13. Compact and hitlessly-resizable multi-channel queue	11103978	4/12/05
14. Highly-scalable hardware-based traffic management within a network processor integrated circuit	11935298	11/5/07
15. Integrated circuit device interface with parallel scrambler and descrambler	11935303	11/5/07
16. Network processor integrated circuit with a software programmable search engine communications module	11945930	11/27/07
17. Programmable hardware-based traffic policing	12045507	3/10/08
18. Deserializer	6556152	4/29/03
19. Serializer	6593863	7/15/03
20. Forward error correction and framing protocol	6671833	12/30/03
21. Simplifying the layout of printed circuit boards	6876227	4/5/05
22. Composite add/drop multiplexor	6973048	12/6/05
23. Bi-directional serializer/deserializer with discretionary loop-back	7110424	9/19/06
24. Hitless reconfiguration of a switching network	7139291	11/21/06
25. Multiplexed automatic protection switching channels	7145882	12/5/06
26. Composite add/drop multiplexor with crisscross loop back	7145922	12/5/06
27. Interlocking sonet/SDH network architecture	7161899	1/9/07
28. Add/drop multiplexor with aggregate serializer/deserializers	7161965	1/9/07
29. Expansion of telecommunications networks with automatic protection switching	7173902	2/6/07
30. Switching network	7184662	2/27/07
31. Reference timing architecture	7221687	5/22/07
32. Hitless re-routing in composite switches	7224706	5/29/07
33. Redundant add/drop multiplexor	7269130	9/11/07
34. Economically expansible switching network	7349411	3/25/08
35. Multiport overhead cell processor for telecommunications nodes	7349435	3/25/08
36. Coherent provisioning of multiple traffic paths in transport networks	7433964	10/7/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CHESAPEAKE	78739495	10/24/05
ABEx	78643524	6/3/05
BISCAYNE	78149854	8/1/02
MULTIMEDIA TRAFFIC MANAGEMENT (MTM)	77038663	11/7/06
MONTEGO	76393705	4/9/02
BAY microsystems	76322628	10/9/01