#### 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
Anda Networks, Inc.		02/11/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Ekinops Corporation		
Street Address:	18 rue Kleber		
Internal Address:	c/o Ekinops SAS		
City:	Courbevoie		
State/Country:	FRANCE		
Postal Code:	92400		
Entity Type:	CORPORATION: DELAWARE		

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark		
Registration Number:	2608924	ANDA		
Serial Number:	77173939	ETHERCARE		
Registration Number:	2949800	ETHEREDGE		
Serial Number:	77224844	ETHERPROBE		
Registration Number:	2918050	ETHERREACH		
Serial Number:	77173954	ETHERSLAM		
Registration Number:	3517318	ETHERTONE		
Registration Number:	2614249	UAP 2000		

#### **CORRESPONDENCE DATA**

Fax Number: (415)773-5759

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415-773-5700
Email: lpartmann@orrick.com

Correspondent Name: Jeannie Shin

TRADEMARK
REEL: 004503 FRAME: 0106

900187178

Address Line 1: 405 Howard Street

Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: San Francisco, CALIFORNIA 94105-2669

ATTORNEY DOCKET NUMBER: 18071-3/1640

#### DOMESTIC REPRESENTATIVE

Name: Jeannie Shin
Address Line 1: 405 Howard Street

Address Line 2: Orrick, Herrington & Sutcliffe LLP

Address Line 4: San Francisco, CALIFORNIA 94105-2669

NAME OF SUBMITTER:

Jeannie Shin

Signature:

/Jeannie Shin/

Date:

03/22/2011

Total Attachments: 3

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# GRANT OF SECURITY INTEREST (TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of February 24, 2011 is executed by ANDA NETWORKS, INC., a Delaware corporation ("Grantor"), in favor of EKINOPS CORPORATION, a Delaware corporation ("Secured Party"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Loan and Security Agreement (defined below) shall have the respective meanings given to those terms in the Loan and Security Agreement.

- A. Pursuant to that certain Loan and Security Agreement, dated as of February 4, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), between the Grantor and the Secured Party, the Secured Party has agreed to extend loans to the Grantor upon the terms and subject to the conditions set forth therein.
- B. The Grantor has adopted, used and is using the trademarks, more particularly described on <u>Schedule 1</u> annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "<u>Trademarks</u>").
- C. Pursuant to the Loan and Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. This Grant of Security Interest is subject to the letter agreement, dated as of February 21, 2011, between Grantor and Secured Party.

The Secured Party's address is:

c/o Ekinops SAS 18 rue Kleber 92400 Courbevoie, France Fax: +33 1 49 97 04 05

Attn: Dmitri Pigoulevski

This Grant of Security Interest shall be governed, construed and interpreted in accordance with the laws of the State of California without giving effect to principles of conflicts of law.

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IN WITNESS WHEREOF, the Grantor, by and through the Secured Party as the Grantor's true and lawful attorney-in-fact, has executed this Grant of Security Interest effective as of the day and year first above written.

## ANDA NETWORKS, INC.

By: Ekinops Corporation,

its attorney-in-fact

Name: \_\_\_

Title:

### SCHEDULE 1 TO GRANT OF SECURITY INTEREST

## Trademarks United States Patent & Trademark Office

Mark	Class	Status	Filed Date	Serial No.	Reg. Date	Reg. No.
ANDA	09	Registered	10/27/2000	76/154,425	08/20/2002	2,608,924
ETHERCARE	37, 42	Pending	05/07/2007	77/173,939		
ETHEREDGE	09	Registered	12/14/2002	78/194,604	05/10/2005	2,949,800
ETHERPROBE	09	Pending	07/09/2007	77/224,844		
ETHERREACH	.09	Registered	12/14/2002	78/194,605	01/11/2005	2,918,050
ETHERSLAM	09	Pending	05/07/2007	77/173,954		
ETHERTONE	09	Registered	05/07/2007	77/173,953	10/14/2008	3,517,318
UAP 2000	09	Registered	10/27/2000	76/154,426	09/03/2002	2,614,249

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**RECORDED: 03/22/2011** 

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