

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Opvista, Inc.		02/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Vello Systems, Inc.		
Street Address:	1530 O'Brien Drive		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3288211	OPVISTA	
Registration Number:	3288212	OPVISTA	
Registration Number:	3352432	WAVEMASTER	
CORRESPONDENCE DATA			
Fax Number:	(408)850-9980		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	408.827.3303		
Email:	trademarks@ipxlaw.com		
Correspondent Name:	Michael K. Bosworth		
Address Line 1:	95 S. Market St., Suite 570		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	VELLO-046-048		
NAME OF SUBMITTER:	Michael K. Bosworth		
Signature:	/michael bosworth/		

OP \$90.00 3288211

Date:

06/15/2011

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made effective the 1st day of February, 2010, BETWEEN:

- (1) OpVista, Incorporated, a Delaware corporation, of 870 North McCarthy Blvd., Milpitas, CA 95035, United States of America ("the Assignor"); and
- (2) Vello Systems, Inc. of 1530 O'Brien Drive, Menlo Park, CA 94025, United States of America ("the Assignee").

WHEREAS:

- (A) The Assignor is the proprietor of the trademarks, either as applications or registrations, as well as common law rights, as identified in Exhibit 1 Schedule of Trademarks attached here to ("the Trademarks");
- (B) The Assignor previously granted to each of Venture Lending & Leasing IV, Inc. ("VLL4") and Venture Lending & Leasing V, Inc. ("VLL5") security interests in all rights in the Patent Applications as security for certain loans which are in default;
- (C) The Assignor has been asked by VLL4 and VLL5 to assign the Patent Applications to the Assignee as a post-default remedy; and
- (D) The Parties hereto have agreed that all rights in the Trademarks shall be transferred to the Assignee on the terms set out in this Assignment.

WITNESSETH THAT:

- (1) In consideration of the sum of \$1 and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the Assignor HEREBY ASSIGNS to the Assignee all the Assignor's right, title and interest in the Trademarks and all of the goodwill associated therewith, TO HOLD unto the Assignor absolutely, TOGETHER WITH all rights of action, powers and benefits arising or accrued in relation thereto including, without limitation, the right to take proceedings and to seek and recover damages and seek other remedies for all past infringements thereof.
- (2) The Assignee hereby accepts such Assignment.
- (3) At the request and cost of the Assignee, the Assignor shall execute all documents and do all such acts as may be reasonably necessary for the carrying out



of this Assignment and to formally register this Assignment at the various Trademarks Offices in which the Trademarks may have been filed.

(4)The Parties hereto agree that this Assignment shall be governed and construed and take effect in accordance with the law of the state of California.

THIS ASSIGNMENT has been entered into effective as of the date shown at the beginning hereof.

EXECUTED for and on behalf of OpVista, Incorporated

SIGNATURE:  _____

NAME: Karl F. May

POSITION: Chief Executive Officer

EXECUTED for and on behalf of Vello Systems, Inc.

SIGNATURE:  _____

NAME: Karl F. May

POSITION: Chief Executive Officer

Exhibit 1 Schedule of Trademarks



Opvista Trademarks

Trademark	Country	Class	Appl. No.	Filing Date	Reg. No.	Reg. Date	Status
OPVISTA	China (People's Republic)	09	5,899,842	08-Feb-07			Pending
OPVISTA	European Union	09	005,654,694	31-Jan-07	005,654,694	28-Apr-08	Registered
OPVISTA	India	09	1,528,037	05-Feb-07			Pending
OPVISTA	Japan	09	2007/12,444	15-Feb-07	5,056,650	22-Jun-07	Registered
OPVISTA	Korea, Republic of	09	40-2007/0,005,845	31-Jan-07	40-0,734,297	15-Jan-08	Registered
OPVISTA	Switzerland	09	51,829/2007	16-Feb-07	568,840	16-Feb-07	Registered
OPVISTA	United States of America	09	78/955,544	18-Aug-06	3,288,211	04-Sep-07	Registered
OPVISTA (in Chinese Characters)	China (People's Republic)	09	5,922,003	16-Feb-07			Pending
OPVISTA (stylized)	China (People's Republic)	09	5,899,851	08-Feb-07			Pending
OPVISTA (stylized)	European Union	09	005,654,801	31-Jan-07	005,654,801	27-Mar-08	Registered
OPVISTA (stylized)	India	09	1,528,035	05-Feb-07			Pending
OPVISTA (stylized)	Japan	09	2007-12,443	15-Feb-07	5,056,649	22-Jun-07	Registered
OPVISTA (stylized)	Korea, Republic of	09	40-2007/0,005,846	31-Jan-07	40,0,734,296	15-Jan-08	Registered
OPVISTA (stylized)	Switzerland	09	51,827/2007	16-Feb-07	568,892	16-Feb-07	Registered
OPVISTA (stylized)	United States of America	09	78/955,777	18-Aug-06	3,288,212	04-Sep-07	Registered

OpVista Trademarks

WAVEMASTER	China (People's Republic)	09	5,899,852	08-Feb-07			Pending
WAVEMASTER	European Union	09	005,654,546	31-Jan-07	005,654,546		11-Jan-08 Registered
WAVEMASTER	India	09	1,528,036	05-Feb-07			Pending
WAVEMASTER	Japan	09	2007-12,442	15-Feb-07			Abandoned
WAVEMASTER	Korea, Republic of	09	40-2007/0,005,894	31-Jan-07	40-734,296		15-Jan-08 Registered
WAVEMASTER	Switzerland	09	51,630/2007	16-Feb-07	568,841		16-Feb-07 Registered
WAVEMASTER	United States of America	09	78,955,643	18-Aug-06	3,352,432		11-Dec-07 Registered
ETHERWAVE	European Union						Unified
ETHERWAVE	Switzerland						Unified
ETHERWAVE	United States of America						Unified
FUTUREWAVE	European Union						Unified
FUTUREWAVE	Switzerland						Unified
FUTUREWAVE	United States of America						Unified
NWAVE	European Union						Unified
NWAVE	Switzerland						Unified
NWAVE	United States of America						Unified

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RECORDED: 06/15/2011