

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
CYMTEC SYSTEMS, INC.		01/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3123164	CYMTEC SYSTEMS
Registration Number:	3123163	CYMTEC SYSTEMS
Registration Number:	3264285	CYMTEC SCOUT
Registration Number:	3116404	CYMTEC SCOUT
Registration Number:	3122891	CYMTEC SENTRY
Registration Number:	3058945	CYMTEC SENTRY
Registration Number:	3119536	CYMTEC SYSTEMS
Registration Number:	3122890	CYMTEC
Registration Number:	3119535	CYMTEC
Registration Number:	2586364	CYMTEC SYSTEMS

CORRESPONDENCE DATA

Fax Number: (408)852-4475
 Phone: 4088417195
 Email: dsanchezbentz@vplawgroup.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Diana Sanchez Bentz, Legal Specialist
Address Line 1: VLP Law Group LLP
Address Line 2: 235 Victoria Drive
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-CYMTEC-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	01/31/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 27, 2012 by and between SILICON VALLEY BANK ("Bank") and CYMTEC SYSTEMS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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 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 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2901 Tasman Drive
Suite 206
Santa Clara, CA 95054
Attn:

GRANTOR:

CYMTEC SYSTEMS, INC.

By: 

Title: CEO

Address of Bank:

2400 Hanover Street
Palo Alto, CA 94304
Attn: Liam Fairbairn

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

EXHIBIT A
COPYRIGHTS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MONITORING PROPAGATION PROTECTION WITHIN A NETWORK	11040305 20060117385	01/21/2005 06/01/2006
PROPAGATION PROTECTION OF EMAIL WITHIN A NETWORK	11040336 20060117387	01/21/2005 06/01/2006
CONTROLLING AND MONITORING PROPAGATION WITHIN A NETWORK	11852073 20080222532	09/07/2007 09/11/2008
PROPAGATION PROTECTION WITHIN A NETWORK	7478424 11040060 20060130142	01/13/2009 01/21/2005 06/15/2006

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CYMTEC SYSTEMS	3123164	08/01/2006
CYMTEC SYSTEMS	3123163	08/01/2006
CYMTEC SCOUT	3264285	07/17/2007
CYMTEC SCOUT	3116404	07/18/2006
CYMTEC SENTRY	3122891	08/01/2006
CYMTEC SENTRY	3058945	02/14/2006
CYMTEC SYSTEMS	3119536	07/25/2006
CYMTEC	3122890	08/01/2006
CYMTEC	3119535	07/25/2006
CYMTEC SYSTEMS	2586364	06/25/2002

EXHIBIT D

MASK WORKS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE