

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
NEXTIO, INC.		02/23/2012	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: 8

Property Type	Number	Word Mark
Registration Number:	4074715	NEXTIO NCONTROL
Registration Number:	3275259	NEXT IO
Registration Number:	3184559	NEXTIO
Registration Number:	4074662	VNET
Registration Number:	4074661	VCORE
Registration Number:	3702674	EXPRESS CONNECT
Serial Number:	85422529	NEXTIO VSTOR
Serial Number:	77962530	VSTOR

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

OP \$215.00 4074715

Address Line 1: VLP Law Group LLP
Address Line 2: 235 Victoria Drive
Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-NEXTIO-TMS
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/DSB1068/
Date:	02/24/2012

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 23, 2012 by and between SILICON VALLEY BANK ("Bank") and NEXTIO, 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 solely with respect to 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.

Upon Grantor achieving the Level One Cash Infusion Threshold (as defined in the Loan Agreement), all liens on Intellectual Property under this Agreement and the Loan Documents shall be released and Bank shall take such steps, at Grantor’s reasonable request and at Grantor’s

expense, to evidence such release, including filing a UCC-3 amendment and terminating any filings in connection with Bank's lien on the Intellectual Property Collateral.

[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.

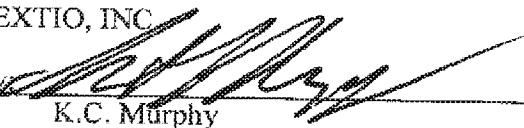
Address of Grantor:

8303 North Mopac Expressway
Austin, TX 78759
Attn:

GRANTOR:

NEXTIO, INC

By:


K.C. Murphy

Title: President and Chief Executive Officer

Address of Bank:

7000 North Mopac, Suite 360
Austin, TX 78731
Attn: Audrey Clow

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

TRADEMARK

REEL: 004723 FRAME: 0621

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.

GRANTOR:

Address of Grantor:

8303 North Mopac Expressway
Austin, TX 78759
Attn:

NEXTIO, INC.

By: _____

Title: _____

BANK:

Address of Bank:

7000 North Mopac, Suite 360
Austin, TX 78731
Attn: Audrey Clow

SILICON VALLEY BANK

By: Audrey Clow

Title: Relationship
Manager

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR A SHARED I/O NETWORK INTERFACE CONTROLLER	8,032,659 11/050,420 20050268137	October 4, 2011 February 3, 2005 December 1, 2005
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,782,893 11/381,561 20070098012	August 24, 2010 May 4, 2006 May 3, 2007
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,706,372 11/379,264 20070025354	April 27, 2010 April 19, 2006 February 1, 2001
METHOD AND APPARATUS FOR A SHARED I/O SERIAL ATA CONTROLLER	7,664,909 10/864,766 20050027900	February 16, 2010 June 9, 2004 February 3, 2005
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,620,066 11/235,513 20060018341	November 17, 2009 September 26, 2005 January 26, 2006
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,620,064 11/235,514 20060018342	November 17, 2009 September 26, 2005 January 26, 2006
FIBRE CHANNEL CONTROLLER SHAREABLE BY A PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	7,617,333 11/046,564 20050172047	November 10, 2009 January 27, 2005 August 4, 2005
FIBRE CHANNEL CONTROLLER SHAREABLE BY A PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	7,512,717 11/045,870	March 31, 2009 January 27, 2005
NETWORK CONTROLLER FOR OBTAINING A PLURALITY OF NETWORK PORT IDENTIFIERS IN RESPONSE TO LOADSTORE TRANSACTIONS FROM A CORRESPONDING PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	7,502,370 11/045,869	March 10, 2009 January 27, 2005
FIBRE CHANNEL CONTROLLER SHAREABLE BY A PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	7,493,416 11/046,537	February 17, 2009 January 27, 2005
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,457,906 10/757,713	November 25, 2008 January 14, 2004
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	7,103,064 10/757,711	September 5, 2006 January 14, 2004

METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	20070025354 11 379264	February 1, 2007 April 19, 2006
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	20060018342 11 235514	January 26, 2006 September 26, 2005
FIBRE CHANNEL CONTROLLER SHAREABLE BY A PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	20050172041 11 046537	August 4, 2005 January 27, 2005
NETWORK CONTROLLER FOR OBTAINING A PLURALITY OF NETWORK PORT IDENTIFIERS IN RESPONSE TO LOADSTORE TRANSACTIONS FROM A CORRESPONDING PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	20050157754 11 045869	July 21, 2005 January 27, 2005
FIBRE CHANNEL CONTROLLER SHAREABLE BY A PLURALITY OF OPERATING SYSTEM DOMAINS WITHIN A LOADSTORE ARCHITECTURE	20050157725 11 045870	July 21, 2005 January 27, 2005
METHOD AND APPARATUS FOR A SHARED I/O NETWORK INTERFACE CONTROLLER	20050053060 10 909254	March 10, 2005 July 30, 2004
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	20040179534 10 757711	September 16, 2004 January 14, 2004
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	20040179529 10 757714	September 16, 2004 January 14, 2004
METHOD AND APPARATUS FOR SHARED I/O IN A LOAD/STORE FABRIC	20040172494 10757713	September 2, 2004 January 14, 2004

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NEXTIO NCONTROL	4074715	12/20/2011
NEXTIO VSTOR	85422529	09/14/2011
NEXT IO	3275259	08/07/2007
NEXTIO	3184559	12/12/2006
VNET	4074662	12/20/2011
VCORE	4074661	12/20/2011
VSTOR	77962530	03/18/2010
EXPRESS CONNECT	3702674	10/27/2009

EXHIBIT D
MASK WORKS

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