

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
Purewave Networks, Inc.		07/24/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, LP		
Street Address:	One Almaden Blvd., Suite 630		
Internal Address:	Attn: Alex Choy		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3412821	PUREWAVE NETWORKS	
Registration Number:	3450898	PUREWAVE NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	287705-010		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		

CH \$65.00 3412821

TRADEMARK

Date:

07/25/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and PUREWAVE NETWORKS, INC. ("Grantor").

RECITALS

A. Secured Party 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 Secured Party 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). Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Secured Party, of any or all other rights, powers or remedies.

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.

GRANTOR:

Address of Grantor:

3951 Burton Drive
Santa Clara, CA 95054

Attn: Michael Seifert

PUREWAVE NETWORKS, INC.

By: 

Title: President, CEO and Secretary

SECURED PARTY:

Address of Secured Party:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Alex Choy

GOLD HILL CAPITAL 2008, LP

By: Gold Hill Capital 2008, LLC, General Partner

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

PUREWAVE NETWORKS, INC.

3951 Burton Drive
Santa Clara, CA 95051

By: _____

Attn:

Title: _____

SECURED PARTY:

Address of Secured Party:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

One Almaden Blvd., Suite 530
San Jose, CA 95113

By:  _____

Attn: Alex Choy

Title: _____

Alex Choy
Associate
Gold Hill Capital

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Pending Patent Applications & Issued Patents

1. U.S. Patent № 7,263,335 filed July 19, 2004 (10/893,823) and issued August 28, 2007
2. U.S. Patent № 7,460,839 filed July 19, 2004 (10/893,821) and issued December 2, 2008
3. U.S. Patent № 7,509,146 filed August 3, 2005 (11/196,804) and issued March 24, 2009
4. U.S. Patent № 7,586,862 filed August 27, 2007 (11/892,743) and issued September 8, 2009
5. U.S. Patent № 7,680,470 filed July 20, 2007 (11/878,055) and issued March 16, 2010
6. European Application № 05772190.4 filed July 18, 2005
7. Application № PCT/US2005/025354 filed July 18, 2005
8. Application № PCT/US2005/045221 filed December 14, 2005
9. U.S Patent application No. 13210690 filed Aug 28, 2011
10. U.S Patent application No. 61528264 filed Aug 28, 2011
11. U.S Patent application No. 13210692 filed Aug 28, 2011
12. U.S Patent application No. 61528266 filed Aug 28, 2011
13. U.S Patent application No. 13235562 filed Sept 19, 2011
14. U.S Patent application No. 13235569 filed Sept 19, 2011
15. U.S Patent application No. 13235576 filed Sept 19, 2011
16. U.S Patent application No. 61536103 filed Sept 19, 2011
17. U.S Patent application No. 13290099 filed Nov 6, 2011
18. U.S Patent application No. 13290100 filed Nov 6, 2011
19. U.S Patent application No. 13290102 filed Nov 6, 2011
20. U.S Patent application No. 61556250 filed Nov 6, 2011
21. U.S Patent application No. 13329257 filed Dec 17, 2011
22. U.S Patent application No. 61577007 filed Dec 17, 2011
23. U.S Patent application No. 13492896 filed Jun 10, 2012
24. U.S Patent application No. 61657841 filed Jun 10, 2012

EXHIBIT C

Trademarks

1. U.S. Trademark № 3,412,821 filed May 31, 2005 and registered April 15, 2008
2. U.S. Trademark № 3,450,898 filed May 31, 2005 and registered June 17, 2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date