

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
CALXEDA, INC.	FORMERLY SMOOTH-STONE, INC.	04/22/2013	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: 4

Property Type	Number	Word Mark
Registration Number:	4283429	POWER YOUR TOMORROW
Registration Number:	4283428	CALXEDA
Registration Number:	4243091	ENERGYCORE
Serial Number:	77870113	DATA CENTER PERFORMANCE. CELL PHONE POWE

CORRESPONDENCE DATA

Fax Number: 4088524475
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4088417195
 Email: dsanchezbentz@vlpawgroup.com
 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-CALXEDA (TMS)
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OP \$115.00 4283429

NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb1068/
Date:	04/24/2013
Total Attachments: 10 source=SVB_Calxeda_IPSA_04-22-2013#page1.tif source=SVB_Calxeda_IPSA_04-22-2013#page2.tif source=SVB_Calxeda_IPSA_04-22-2013#page3.tif source=SVB_Calxeda_IPSA_04-22-2013#page4.tif source=SVB_Calxeda_IPSA_04-22-2013#page5.tif source=SVB_Calxeda_IPSA_04-22-2013#page6.tif source=SVB_Calxeda_IPSA_04-22-2013#page7.tif source=SVB_Calxeda_IPSA_04-22-2013#page8.tif source=SVB_Calxeda_IPSA_04-22-2013#page9.tif source=SVB_Calxeda_IPSA_04-22-2013#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CALXEDA, 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 Amended and Restated 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

1. Grant of Security Interest. 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");

(c) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

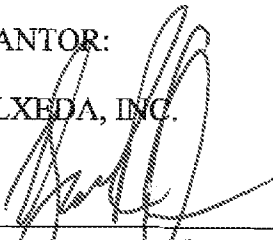
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

CALXEDA, INC.

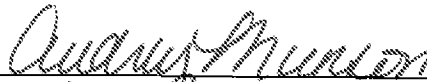


By: Barry R. Evans

Title: President + CEO

BANK:

SILICON VALLEY BANK



By: Audrey Munson

Title: Vice President

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>
DISTRIBUTED COMPUTING SYSTEM WITH UNIVERSAL ADDRESS SYSTEM AND METHOD	8180996 US20090287902	05/15/2012 11/09/2009
SYSTEM AND METHOD FOR HIGH-PERFORMANCE, LOW-POWER DATA CENTER INTERCONNECT FABRIC	12794996 US20110103391	06/07/2010 05/05/2011
DISTRIBUTED COMPUTING SYSTEM AND METHOD	61053522	05/15/2008
SYSTEM AND METHOD FOR CLOSED LOOP POWER SUPPLY CONTROL IN LARGE, MULTI-PROCESSOR INSTALLATIONS	12889721 61245592	09/24/2010 09/24/2009
SYSTEM AND METHOD FOR ENHANCED COMMUNICATION IN A MULTI-PROCESSOR SYSTEM ON A CHIP (SOC)	PCT US2010053227 13624725	10/19/2010 09/21/2012
COMPUTING SYSTEM WITH UNIVERSAL ADDRESS SYSTEM AND METHOD	PCT US2009044200	05/15/2009
COMPUTING SYSTEM WITH UNIVERSAL ADDRESS SYSTEM AND METHOD	13624731 20130022040	09/21/2012 01/24/2013
NETWORK PROXY IN ENHANCED COMMUNICATION IN A MULTI-PROCESSOR SYSTEM ON A CHIP (SOC)	13692741	12/03/2012
PERFORMANCE AND POWER OPTIMIZED COMPUTER SYSTEM ARCHITECTURE LEVERAGING POWER OPTIMIZED TREE FABRIC INTERCONNECT	13234054 US2011051996	09/15/2011 09/16/2011
DATA CENTER ENHANCEMENTS LEVERAGING SERVER SOCS OR SERVER FABRICS	61489569	05/24/2011
DATA CENTER ENHANCEMENTS LEVERAGING SERVER SOCS OR SERVER FABRICS	13475713 20120297042	05/18/2012 11/22/2012
DATA CENTER ENHANCEMENTS LEVERAGING SERVER SOCS OR SERVER FABRICS	13475722 20120297043	05/18/2012 11/22/2012

DATA CENTER ENHANCEMENTS LEVERAGING SERVER SOCS OR SERVER FABRICS	US2012038986	05/22/2012
DATA CENTER ENHANCEMENTS LEVERAGING SERVER SOCS OR SERVER FABRICS	US2012038987	05/22/2012
SYSTEM AND METHOD FOR FLEXIBLE STORAGE AND NETWORKING PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS	13284855	10/28/2011
SYSTEM AND METHOD FOR FLEXIBLE STORAGE AND NETWORKING PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS	US2012061747	10/24/2012
SYSTEM AND METHOD FOR DYNAMICALLY POWER AND PERFORMANCE OPTIMIZED SERVER INTERCONNECTS	61553143	10/28/2011
SYSTEM AND METHOD FOR DYNAMICALLY POWER AND PERFORMANCE OPTIMIZED SERVER INTERCONNECTS	13659752	10/24/2012
SYSTEM AND METHOD FOR DYNAMICALLY POWER AND PERFORMANCE OPTIMIZED SERVER INTERCONNECTS	12062247	10/26/2012
SYSTEM AND METHOD FOR MODULAR COMPUTE PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS	13527498	06/19/2012
SYSTEM AND METHOD FOR MODULAR COMPUTE PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS	13527505	06/19/2012
SYSTEM AND METHOD FOR MODULAR COMPUTE PROVISIONING IN LARGE SCALABLE PROCESSOR INSTALLATIONS	US2012062608	10/30/2012
SYSTEM AND METHOD FOR USING A MULTI- PROTOCOL FABRIC MODULE ACROSS A DISTRIBUTED SERVER INTERCONNECT FABRIC	20120207165 13452086	08/16/2012 04/23/2012
REMOTE MEMORY ACCESS FUNCTIONALITY IN A CLUSTER OF DATA PROCESSING NODES	13728308	12/27/2012
SERVER CARD BAFFLE APPARATUS	13662759	10/29/2012

SYSTEM AND METHOD FOR HIGH-PERFORMANCE, LOW-POWER AND DATA CENTER INTERCONNECT FABRIC	13708340	12/05/2012
SYSTEM AND METHOD FOR HIGH-PERFORMANCE, LOW-POWER DATA CENTER INTERCONNECT FABRIC	13705414	12/05/2012
SYSTEM AND METHOD FOR HIGH-PERFORMANCE, LOW-POWER DATA CENTER INTERCONNECT FABRIC	13705428	12/05/2012
FABRIC DISCOVERY FOR A CLUSTER OF NODES	13726964	12/26/2012
FLEET SERVICE SOLUTIONS	61747022	12/28/2012
SYSTEM AND METHOD FOR MEMORY ACCESS VIA MEMORY MODULE COMMUNICATION LINKS IN A CLUSTER OF DATA PROCESSING NODES	13728362	12/27/2012
MEMCACHED SERVER FUNCTIONALITY IN A CLUSTER OF DATA PROCESSING NODES	13728428	12/27/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
POWER YOUR TOMORROW	4283429	01/29/2013
CALXEDA	4283428	01/29/2013
ENERGYCORE	4243091	11/13/2012
DATA CENTER PERFORMANCE. CELL PHONE POWER	77870113	11/11/2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE