

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chelsio Communications, Inc.		05/09/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	East West Bank		
<b>Street Address:</b>	2223 Washington Street, Suite 306		
<b>Internal Address:</b>	Attn: Peter Bendoris		
<b>City:</b>	Newton		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02462		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78175893	CHELSIO COMMUNICATIONS	
<b>Serial Number:</b>	78175890		
<b>Serial Number:</b>	78175534	CHELSIO COMMUNICATIONS	
<b>Serial Number:</b>	78175529	CHELSIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	381874-5		

CH \$1115.00 78175893

**900254754**

**TRADEMARK  
 REEL: 005024 FRAME: 0391**

NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	05/09/2013
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2013 by and between EAST WEST BANK ("Bank") and CHELSIO COMMUNICATIONS, INC., a California corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 as of May 9, 2013 (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (but not the obligation) 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 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 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument and may be delivered by telefacsimile or other electronic method.

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:

370 San Alesio Avenue, Suite 100  
Sunnyvale, CA 94085  
Attn: Chief Executive Officer  
FAX: (408) 962-3661

CHELSIO COMMUNICATIONS, INC.

By:



Title:

PRESIDENT & CEO

BANK:

Address of Bank:

Three Newton Executive Park  
2223 Washington Street, Suite 306  
Newton, MA 02462  
Attn: Peter Bendoris  
FAX: (617) 244-4592

EAST WEST BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

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:

370 San Alesio Avenue, Suite 100  
Sunnyvale, CA 94085  
Attn: Chief Executive Officer  
FAX: (408) 962-3661

CHELSIO COMMUNICATIONS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

Three Newton Executive Park  
2223 Washington Street, Suite 306  
Newton, MA 02462  
Attn: Peter Bendoris  
FAX: (617) 244-4592

EAST WEST BANK

By:  \_\_\_\_\_

Title: SENIOR RELATIONSHIP MGR

*[Signature Page to Intellectual Property Security Agreement]*

WEST240914209  
381874-000001

**TRADEMARK**  
**REEL: 005024 FRAME: 0395**

EXHIBIT A

Copyrights

Description  
None registered

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Reduced-overhead dma	6813652	11/2/04
Multi-purpose switching network interface controller	7447795	11/4/08
Method to implement an L4-L7 switch using split connections and an offloading nic	7616163	11/10/08
Method for traffic scheduling in intelligent network interface circuitry	7660264	2/9/10
Virtualizing the operation of intelligent network interface circuitry	7660306	2/9/10
Method for udp transmit protocol offload processing with traffic management	7715436	5/11/10
Full offload of stateful connections, with partial connection offload	7831720	11/9/10
Protocol offload transmit traffic management	7724658	5/25/10
Filtering ingress packets in network interface circuitry	7760733	7/20/10
Intelligent network adaptor with adaptive direct data placement scheme	7826350	11/2/10
Scalable direct memory access using validation of host and scatter gather engine (sge) generation indications	7831745	11/9/10
Virtualizing the operation of intelligent network interface circuitry	7924840	4/12/11
Method for using a protocol language to avoid separate channels for control messages involving encapsulated payload data messages	7945705	5/17/11
Intelligent network adaptor with end-to-end flow control	8060644	11/15/11
Rdma write completion semantics	8122155	2/21/12
Protocol offload transmit traffic management	8155001	4/10/12
Method for traffic scheduling in intelligent network interface circuitry	8213427	7/3/12
Protocol offload transmit traffic management	8339952	12/25/12
Failover and migration for full-offload network interface devices	8346919	1/1/12
Method to implement an L4-L7 switch using split connections and an offloading NIC	8139482	3/20/12
Configurable switching network interface controller using forwarding engine	8032655	10/4/11
Intelligent network adaptor with end-to-end flow control	8356112	1/15/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
CHELSIO COMMUNICATIONS	78175893	10/18/02
Design,	78175890	10/18/02
CHELSIO COMMUNICATIONS	78175534	10/17/02
CHELSIO	78175529	10/17/02