

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
Orion Multisystems, Inc.		05/05/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78438529	ORION MULTISYSTEMS	
Serial Number:	78430127	ORION MULTISYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048853539		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Segeda T. Ranjeet		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Bank of America Plaza - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Segeda T. Ranjeet		
Signature:	/STR/		
Date:	07/20/2005		

OP \$65.00 78438529

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 5, 2005 by and among GOLD HILL VENTURE LENDING 03, L.P. for itself and each of the Gold Hill Lenders described in that certain Loan Agreement (as hereinafter defined) (collectively, "Gold Hill"), and SILICON VALLEY BANK its successors and assigns, not in its individually capacity, but solely as Agent (the "Agent"), SILICON VALLEY BANK, for itself, ("Bank", together with Agent, collectively referred to herein as "SVB") and ORION MULTISYSTEMS, INC. ("Grantor").

RECITALS

A. Gold Hill and SVB have entered into a Loan and Security Agreement dated as of October 22, 2004 pursuant to which Gold Hill and SVB are providing a growth capital line of credit in the original principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) and an equipment loan of Five Hundred Thousand Dollars (\$500,000) (the "Loan Agreement") with Grantor in which Gold Hill and Bank are co-lenders (Gold Hill and Bank are each sometimes referred to herein as a "Lender" or "Lenders") and SVB is the Agent. Capitalized terms used herein without definition shall have the meanings given them in the Loan Agreement.

B. Grantor has also entered into that certain Loan and Security Agreement with Bank dated as of the date hereof for the financing of the Grantor's accounts receivables in the original principal amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) (the "Bank Facility Loan Agreement", together with the Loan Agreement, collectively referred to herein as the "Bank Facility Loan Documents").

C. The Lenders and Bank are willing to make the extensions of credit to Grantor, but only upon the condition, among others, that Grantor shall grant to the Lenders and Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and the Bank Facility Loan Agreement.

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 the Bank Facility Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

Borrower hereby grants to Agent, for the ratable benefit of Gold Hill and Bank, and to Gold Hill and Bank, in order to secure the payment and performance in full of all of the indebtedness and obligations of Borrower under the Loan Documents and the Bank Facility Loan Documents and the performance of Borrower's duties under the Loan Documents and the Bank Facility Loan Documents, a continuing security interest in, and pledges and assigns to the Agent, for the ratable benefit of Gold Hill and Bank, and to Gold Hill and Bank, its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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 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, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. Borrower warrants and represents that the security interest granted herein shall be a first priority security interest in its Intellectual Property Collateral.

This security interest is granted in conjunction with the security interest granted to the Lenders under the Loan Documents and to the Bank under the Bank Facility Loan Documents. The rights and remedies of the Lenders and the Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Bank Facility Loan Agreement or any of the Loan Documents or Bank Facility Loan Documents, and those which are now or hereafter available to Lenders or Bank as a matter of law or equity. Each right, power and remedy of the Lenders and Bank provided for herein or in the Loan Agreement, the Bank Facility Loan

TRADEMARK

Agreement or any of the Loan Documents or Bank Facility 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 the Lenders of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Bank Facility Loan Agreement or any of the other Loan Documents or Bank Facility Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Lenders and the Bank, of any or all other rights, powers or remedies.

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:

3090 Oakmead Village Drive
Santa Clara, California 95054

Attn: _____

Address of Lender:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

Address of Lender:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

Address of Lender:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

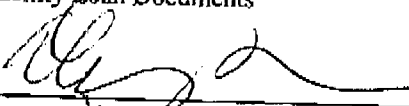
ORION MULTISYSTEMS, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK, as Lender under the
Bank Facility Loan Documents

By: 

Title: RM

LENDERS:

SILICON VALLEY BANK, as Lender under the
Loan Documents

By: 

Title: RM

GOLD HILL VENTURE LENDING 03, L.P.,
as Lender under the Loan Documents

By: 

Title: MANAGING PARTNER

SVB/GH/Orion (IP Security Agreement)
256153v3

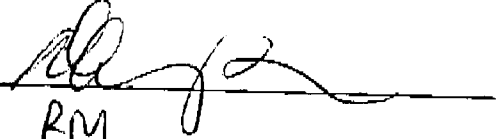
Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

AGENT:

SILICON VALLEY BANK, as Agent under the
Loan Documents

By: 
Title: RM

ORION MULTISYSTEMS, INC.

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Country / Convention</u>
ORION MULTISYSTEMS & Design	78-438529	6/21/2004	U.S.
ORION MULTISYSTEMS	78-430127	6/4/2004	U.S.
ORION MULTISYSTEMS	004163952	12/02/2004	European Union
ORION MULTISYSTEMS & Design	004183414	12/08/2004	European Union