

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
Vernier Networks, Inc.		09/15/2005	COMPANY:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2787183	VERNIER NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508494481		
Email:	maritza.kidd@bingham.com		
Correspondent Name:	David T. Burse		
Address Line 1:	Three Embarcadero Center		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111-4067		
NAME OF SUBMITTER:	David T. Burse		
Signature:	/DavidTBurse/		
Date:	09/21/2005		

CH \$40.00 2787183

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 15, 2005 by and between SILICON VALLEY BANK ("SVB"), as agent for the benefit of the Lenders ("Agent") (SVB and Gold Hill Venture Lending 03, LP ("Gold Hill") each individually a "Lender," and collectively the "Lenders") and VERNIER NETWORKS, INC. ("Grantor").

RECITALS

A. Lenders have 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 among the Lenders, Agent and Grantor dated September 15, 2005 (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, 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 Agent, for the ratable benefit of the Lenders; and to each Lender, 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 Agent, for the ratable benefit of the Lenders, 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) which constitutes Collateral, 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 Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause 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:

490 East Middlefield Road
Mountain View, CA 94043
Attn: CFO

VERNIER NETWORKS, INC.

By: 

Title: CFO

AGENT:

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054
Attn: _____

SILICON VALLEY BANK, as Agent

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have cause 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:

490 East Middlefield Road
Mountain View, CA 94043

Attn: _____

VERNIER NETWORKS, INC.

By: _____

Title: _____

AGENT:

Address of Agent:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: _____

SILICON VALLEY BANK, as Agent

By: 

Title: Senior Relationship Manager

EXHIBIT A

Copyrights

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
System and Method for Providing Access to a Network With Selective Network Address Translation	10/027,010	12/27/2001
System and Method for Processing Domain Name Service Queries for a Network	10/027,455	12/21/2001
System and Method for Processing DHCP Messages for a Network	10/027,534	12/21/2001
System and Method for Providing Access to a Network According to User Privileges	10/027,011	12/21/2001
System and Method for Forwarding Session Information as a User Moves Around a Network	10/027,822	12/21/2001
System and Method for Providing Different Polarities of Power Supplied Over Ethernet Cables	10/953,431	9/29/2004
System and Method for Indicating a Configuration of Power Provided Over an Ethernet Port	10/953,407	9/29/2004
System and Method for Safely Controlling, and Receiving Status of, Power Over Ethernet	10/953,408	9/29/2004
Method and Apparatus for Limiting Bandwidth of a User that Shares Bandwidth with Other Users	60/646,006	1/21/2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
VERNIER NETWORKS	2787183	11/25/2003

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>