

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 |
|---------------|----------|----------------|-----------------------|
| ATRENTA, INC. | | 05/25/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-------------------|-------------------------------|
| Name: | COMERICA BANK |
| Street Address: | 75 E. TRIMBLE ROAD |
| Internal Address: | MC 4770 |
| City: | SAN JOSE |
| State/Country: | CALIFORNIA |
| Postal Code: | 95131 |
| Entity Type: | Michigan Banking Corporation: |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2603761 | SPYGLASS |
| Registration Number: | 2762455 | ATRENTA |
| Registration Number: | 2799296 | ATRENTA THE PREDICTIVE ANALYSIS COMPANY |
| Registration Number: | 2778737 | SPYGLASS PREDICTIVE ANALYZER |
| Serial Number: | 78572582 | 1TEAM:EMBEDDED |
| Serial Number: | 78575618 | ATRENTA |
| Serial Number: | 78579382 | FUTURE PERFECT |
| Serial Number: | 78726061 | 1TEAM:SPYGLASS |
| Serial Number: | 78726104 | 1TEAM:ANALYZE SPYGLASS |
| Serial Number: | 78572568 | 1TEAM:IMPLEMENT |
| Serial Number: | 78572545 | 1TEAM:VERIFY |
| Serial Number: | 78572528 | 1TEAM:ANALYZE |
| Serial Number: | 78572506 | 1TEAM |

CH \$365.00 2603761

Serial Number:

78416834

PERISCOPE

CORRESPONDENCE DATA

Fax Number: (858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

036703-1181 ATRENTA TM

NAME OF SUBMITTER:

Erin O'Brien

Signature:

/Erin O'Brien/

Date:

08/08/2006

Total Attachments: 5

source=Atrenta IPSA#page1.tif

source=Atrenta IPSA#page2.tif

source=Atrenta IPSA#page3.tif

source=Atrenta IPSA#page4.tif

source=Atrenta IPSA#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 25, 2006 by and between COMERICA BANK ("Bank") and ATRENTA, INC., a Delaware 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 under any other agreement now existing or hereafter arising between Grantor and Bank, 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 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.

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.

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:

2001 Gateway Place, Suite 440W
San Jose, CA 95110

Attn: Chief Executive Officer

ATRENTA, INC.

By:



Title:

President / CEO

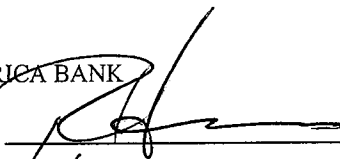
BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By:



Title:

VICE PRESIDENT

EXHIBIT A

Copyrights

| | <u>Description</u> | Registration <u>Number</u> | <u>Registration Date</u> |
|--|--------------------|-------------------------------|--------------------------|
| | | | |

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent Application No./Issued Patent No.</u> | <u>Date</u> |
|--|---|-------------|
| Pattern Recognition in an Integrated Circuit Design | 10/783091 | 2/23/2004 |
| Method for Clock Synchronization Validation in Integrated Circuit Design | 10/695803 | 10/30/2003 |
| Method for Determining Fault Coverage from RTL Description | 10/217535 | 8/14/2002 |
| Identification and Implementation of Clock gating in the Design of Integrated Circuits | 10/631755 | 8/1/2003 |
| Method for Detecting Bus Contention from RTL Description | 10/172996 | 6/18/2002 |
| Apparatus and Method for Handling of Multi-Level Circuit Design Data | 10/118242 | 4/9/2002 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| Spyglass | 2,603,761 | 8/6/2002 |
| Atrenta | 2,762,455 | 9/9/2003 |
| Atrenta the Predictive Analysis Company | 2,799,296 | 6/20/2002 |
| Spyglass Predictive Analyzer | 2,778,737 | 6/20/2002 |
| I Team: Embedded (block letters) | 78-572582 | 2/22/2005 |
| Atrenta (and design) | 78-575618 | 2/25/2005 |
| Future Perfect (block letters) | 78-579382 | 3/3/2005 |
| I Team: Spyglass (block letters) | 78-726061 | 10/4/2005 |
| I Team: Analyze Spyglass (block letters) | 78-726104 | 10/4/2005 |
| I Team: Implement (block letters) | 78-572568 | 2/22/2005 |
| I Team: Verify (block letters) | 78-572545 | 2/22/2005 |
| I Team: Analyze | 78-572528 | 2/22/2005 |
| I Team (block letters) | 78-572506 | 2/22/2005 |
| Periscope (block letters) | 78-416834 | 5/11/2004 |