

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
SPECTRA LINEAR, INC.		10/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	INTERWEST PARTNERS IX, LP
Street Address:	2710 Sand Hill Road
Internal Address:	Second Floor
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	NORWEST VENTURE PARTNERS IX, LP
Street Address:	525 University Avenue
Internal Address:	Suite 800
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

Name:	NORWEST VENTURE PARTNERS X, LP
Street Address:	525 University Avenue
Internal Address:	Suite 800
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

Name:	NVP ENTREPRENEURS FUND IX, LP
Street Address:	525 University Avenue

CH \$40.00 78619535

Internal Address:	Suite 800
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78619535	SL

CORRESPONDENCE DATA

Fax Number: (650)849-7400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6508435381
 Email: dsanchezbentz@cooley.com
 Correspondent Name: Diana Sanchez Bentz
 Address Line 1: Cooley Godward Kronish LLP
 Address Line 2: 5 Palo Alto Square, 3000 El Camino Real
 Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	304802-110
NAME OF SUBMITTER:	Diana Sanchez Bentz
Signature:	/dsb4232/
Date:	10/11/2006

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 10, 2006 by and among SPECTRA LINEAR, INC. ("Grantor") and each of the parties listed on Schedule A hereto (each, a "*Secured Party*" and, collectively, the "*Secured Parties*").

RECITALS

A. The Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "*Loans*") as evidenced by those certain Secured Convertible Promissory Notes dated as of October 10, 2006 executed by Grantor in favor of each Secured Party (each, a "*Note*" and, collectively, the "*Notes*") pursuant to that certain Note and Warrant Purchase Agreement dated as of October 10, 2006 by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*").

B. The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

C. Pursuant to the terms of the Notes, Grantor has granted to Secured Parties 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 (as defined in the Notes).

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 Notes and Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

I. DEFINITIONS

"*Copyrights*" means 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.

"*Intellectual Property Collateral*" means all of Grantor's right, title, and interest in and to the following:

- (a) Copyrights, Trademarks and Patents;
- (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 which may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) Any and all claims for damages by way of past, present and future infringement

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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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.

“*Patents*” means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

“*Trademarks*” means 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.

II. AGREEMENT

To secure its obligations under the Notes and Purchase Agreement, Grantor grants and pledges to the Secured Parties 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), 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 Secured Parties under the Notes. The rights and remedies of Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Notes and the other Loan Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Notes 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 Secured Parties, 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.

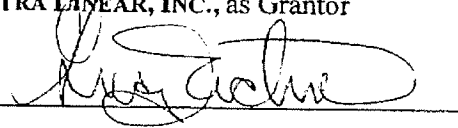
[SIGNATURE PAGES FOLLOW]

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.

SPECTRA LINEAR, INC., as Grantor

Address of Grantor:

By: _____



2200 Laurelwood Road
Santa Clara, CA 95054

Printed Name: Gregory Richmond

Title: Chief Technology Officer

SIGNATURE PAGE TO SPECTRA LINEAR, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 003406 FRAME: 0918

SCHEDULE A

InterWest Partners IX, LP

Norwest Venture Partners IX, LP

NVP Entrepreneurs Fund IX, LP

Norwest Venture Partners X, LP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
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None.

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Spectra Linear	Serial No. 78619535	April 28, 2005