

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Zultys Technologies

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance (Execution Date(s) :

Execution Date(s) 4/18/2006

- Assignment Merger
 Security Agreement Change of Name
 Other Corrective assignment*

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

No

Name: Silicon Valley Bank

Internal

Address _____

Street Address: 3003 Tasman Drive

City: Santa Clara

State California

Country: USA Zip: 95054-1191

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship California
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2836669

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ZULTYS

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Anne E. Yates, Esq.

Internal Address: _____

Troutman Sanders LLP

Street Address: 600 Peachtree Street, N.E.
Suite 5200

City: Atlanta

State: Georgia Zip: 30308-2216

Phone Number (404) 885-3697

Fax Number (404) 962-6836

Email Address: anne.yates@troutmansanders.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2004
Expiration Date 9/2009

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

11/06/2006

Signature

Date

Anne E. Yates, Esq.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

*Corrective Assignment to correct the recordation via withdrawal of recordation of the security interest previously recorded on Real 003415 Frame 0209. Assignor hereby confirms the security interest was recorded untimely.

TRADEMARK

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 18, 2006 by and between SILICON VALLEY BANK ("Bank") and Zultys Technologies ("Grantor").

RECITALS

A. Bank has 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 by and between Bank and Grantor dated April 18, 2006 (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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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.

TRADEMARK

REEL: 003428 FRAME: 0179

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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:

ZULTYS TECHNOLOGIES

Address of Grantor:

771 Vaqueros Avenue
Sunnyvale, California 94085
Attn: Iain Milnes

By: Iain Milnes 18 April 2006

Title: President

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Rick Tu

By: 

Title: VT

ZULTYS TECHNOLOGIES

Schedule A - Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A

Schedule B - Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>	<u>Security Interest</u>
ZULTYS	Registered	2836669	04/27/2004	Zultys Technologies	None recorded
MX	Pending	78/699874	08/24/2005	Zultys Technologies	None recorded

Schedule C – Patents/Patent Applications

<u>Title</u>	<u>Parent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest</u>
N/A	N/A	N/A	N/A	N/A