FURM P10-1594 COMMERCE (Rev. 07/05) OMB No. 0651-0027 (exp. 06/30/2008)

03/ 01

03-20-2007

U.S. DEPARTMENT OF

United States Patent and Trademark Office

100005	
To the Director of the U.S. P. 103385	2. Name and address of receiving party(ies):
SILICON VALLEY BANK	Additional name(s) of conveying parties attached? ☐Yes ☒ No
	Name: Ygnition Networks, Inc.
C to divide the Managing time	Internal Address
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 565 Andover Park West Suite 201 2 nd Floor
	City: Seattle State: WA
Additional name(s) of conveying parties attached? ☐Yes ☑ No	Country: USA
3. Nature of conveyance/ Execution Date(s):	Zip: 98188
Execution Date(s): March 8, 2007	☐ Association Citizenship ☐ General Partnership Citizenship
☐ Assignment ☐ Merger	Limited Partnership Citizenship
	☐ Corporation Citizenship
Security Agreement Change of Name	Other Citizenship
	If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
Other: Release	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and identifi	cation or description of the Trademark:
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
9/2007 DBYRNE 00000175 2958535	2958535
C:8521 /40.00 OP	
L +	
C. Identification or Description of Trademark(s) (and Filing Date Registration Number is unknown):	
5. Name and address of party to whom	6. Total number of applications and
correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 1
Name: Silicon Valley Bank	
Internal Address: HF154	Authorized to be charged by credit card and a second secon
Street Address: 3003 Tasman Drive	Authorized to be charged to deposit account Enclosed 8. Payment Information:
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:
Phone Number: (408) 919-0310	a. Credit Card Last 4 Numbers
Fax Number: (408) 654-6313	Expiration Date
, ,	b. Deposit Account Number
Fax Number: (408) 654-6313 Email Address: svaldivia@svb.com	· ·
, ,	b. Deposit Account Number

REEL: 003505 FRAME: 0989

RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Ygnition Networks, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property Security Agreement** dated, <u>November 5, 2004</u>, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on <u>March 14, 2005</u>, Reel <u>3135</u>, Frame <u>0209</u>.

Dated: March 8, 2007

SILICON VALLEY BANK

Name:

Maribel Higareda

Operations Supervisor

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date (as defined in the Loan Agreement described below) by and between SILICON VALLEY BANK ("Bank") and YGNITION NETWORKS, INC., formerly known as InterQuest Communications, Inc. ("Grantor").

RECITALS

- A. On or about July 25, 2002, Bank and Grantor entered into that certain Loan and Security Agreement ("Original Loan Agreement"), pursuant to which Bank agreed to make certain advances of money and to extend certain financial accommodations to Grantor. Concurrently with the execution of the Original Loan Agreement, Bank and Grantor entered into that certain Intellectual Property Security Agreement ("Original IP Security Agreement"), pursuant to which Grantor agreed to grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Original Loan Agreement.
- B. Concurrently with the execution hereof, Bank and Grantor are entering into that certain Amended and Restated Loan and Security Agreement ("Loan Agreement") pursuant to which 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 the Loan Agreement (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 enter into the Loan Agreement and 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.
- C. 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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

INTELLECTUAL PROPERTY SECURITY AGREEMENT [/SB042450.115.DOC]

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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.

This Agreement constitutes an amendment and restatement of the Original IP Security Agreement and all other intellectual property security agreements previously executed and delivered by Grantor to Bank.

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:	YGNITION NETWORKS, INC.
565 Andover Park West, Suite 201 Seattle, WA 98188 Attn: Glenn Meyer	By Klem Mly Title: <u>CEO</u>
	BANK:
Address of Bank:	SILICON VALLEY BANK
3003 Tasman Drive Santa Clara, CA 95054-1191 Attn:	By LUMANIMANIE Title: VICE PRESIDENT

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EXHIBIT A

Copyrights

Description

Registration/ Application Number

Registration/ Application Date

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EXHIBIT B

Patents

Registration/
Application
Description Number

Registration/ Application Date

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EXHIBIT C

Trademarks

Registration/ **Application** Number Description

Registration/ **Application Date**

-British Networks

78-314,292 Oct 16,2003

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EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application Date

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TRADEMARK REEL: 003505 FRAME: 0996

RECORDED: 03/19/2007