

07-23-2007

FORM PTO-1594  
(Rev. 07/05)  
OMB No. 0651-0027 (exp. 06/30/2008)



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

103428812

To the Director of the U.S. Pat. and Trademark Office, send documents or the new address(es) below.

7.20.07

**1. Name of conveying party(ies):**

Adtron Corporation

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

Additional name(s) of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies):**

Additional name(s) of conveying parties attached?  Yes  No

Name: **Silicon Valley Bank**  
Internal Address Loan Documentation HF 154

Street Address: 3003 Tasman Dr.

City **Santa Clara**

State **CA**

Country **USA**

Zip **95054**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

OFFICE OF PUBLIC RECORDS  
2007 JUL 20 AM 10:25  
FINANCE SECTION

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

Execution Date(s): 05/23/07

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

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

A. Trademark Application No.(s)

78/541,312

B. Trademark Registration No.(s)

3,110,502

78/724,941

2,706,308

78/363,710

3,079,134

78/796,931

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

Additional sheets attached?  Yes  No

07/20/2007 DBYRNE 00000191 78541312

01 FO:8521  
02 FO:8522  
(40.00 OP  
150.00 OP)

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Collateral HF154**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 654-4042**

Fax Number: **(408) 654-6313**

Email Address: **ldc@svbank.com**

**6. Total number of applications and registrations involved: 7**

**7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$190.00**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers  
Expiration Date

b. Deposit Account Number  
Authorized User Name

**9. Signature.**

Signature

7/19/07

Date

Suzanna Valdivia c/o Amy Zinn

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

TRADEMARK  
REEL: 003585 FRAME: 0398

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ADTRON CORPORATION ("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 the Effective Date (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, 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 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 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 terminates upon satisfaction of the Obligations and, at Grantor's expense, Bank agrees to execute such agreements as are necessary to effect such termination.

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:

ADTRON CORPORATION

4415 E. Cotton Center Boulevard  
Phoenix, AZ 85040

By: 

Title: CEO

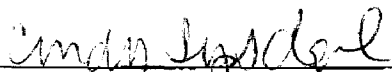
Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

2151 E. Broadway Road, Suite 117  
Tempe, AZ 85282

By: 

Title: Vice President

Attn: \_\_\_\_\_

EXHIBIT A

Registered Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

ADTRON CORPORATION  
PATENT STATUS

	Provisional Filing Date	Provisional S/N	Attorney	Docket	Conventional Filing Date	Conventional S/N	Docket	Foreign Filing Date Deadline	Publication Number	Publication Date	Issue Date	Patent Number
Method and Apparatus for Controlling Storage Medium Exchange with a Storage Controller Subsystem	8-May-02			Div of A-1	26-Jan-05	11/043,709	6147-A-9	filed	US-2005-0132040-A	16-Jun-05		
Arrayed Data Storage Architecture With Simultaneous Command of Multiple Storage Media	EPO Filing				12-Aug-03	3394072.7	6147-A-1 EPO	n/a	1,389,755	18-Feb-04		
(Rail) Mating Assembly for an OEM Device	7-Jun-02	60/386,977	CST	6147-P-3	30-Sep-02	10/260,915	6147-A-3	n/a				6-Apr-04 6,716,035
Method for Mating a Device with a Substructure	7-Jun-02			Div of A-3 Effective	31-Oct-03 30-Sep-02	10/698,754	6147-A-4	n/a	US-2004-0092151-A	13-May-04		19-Jul-05 6,918,177
Mating Assembly with Spring for Electrostatic Discharge	7-Jun-02			Div of A-3 Effective	31-Oct-03 30-Sep-02	10/698,791	6147-A-5	n/a	US-2004-0089469-A	13-May-04		14-Dec-04 6,831,832
Technique and Apparatus to Assure Physical Disabling of Flash Memory Device	27-Aug-04	60/604,953	CST	6147-P-7				n/a				
Method and Apparatus for Destroying Flash Memory					26-Aug-05	11/212,173	6147-A-7	n/a	US-2006-0044899-A	2-Mar-06	examination expected 7 mo from 08/06	
Method and Apparatus for Inserting, Retaining and Extracting a Device from a Compartment	12-Jan-05	60/643,524	CST	6147-P-8	12-Jan-06	11/330,858	6147-A-8	11-Jan-07	US 2006-0150403-A	13-Jul-06	examination expected 14 mo from 08/06	
Case for Stackable PCBs					15-Apr-05	11/106,978	6147-A-10	n/a	US-2006-0232948-A	10/19/06		
Mounting for Dual Hard Drives					22-Mar-05	11/086,017	6147-A-11	n/a				

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date




**ADTRON CORPORATION TRADEMARK STATUS CHART**

April 3, 2007


Mark	Ser. No./ Reg. No.	Filing/Reg. Date	Services/Class	S&W Docket No.	Status
ADTRON SMARTSTORAGE	78/541,312	January 3, 2005	Data storage devices, in Int'l Class 9	35700.0300	Final Office Action received; Response due 5/13/07
SMART STORAGE, SMART PEOPLE.	3,110,502	June 27, 2006	Data storage devices and subsystems, namely hard disk drives, solid state drives, redundant arrays of independent disks, flash disks, storage blades, removable media and removable media drives, in Int'l Class 9	35700.0400	Registered; §§ 8 & 15 affs due 6/26/12
ADTRON	78/377,731	March 3, 2004	Data storage devices and subsystems, namely hard disk drives, solid state drives, redundant arrays of independent disks, flash disks, storage blades, removable media and removable media drives, in Int'l Class 9	35700.0500	Abandoned; refiled application under 35700.0517
ADTRON	78/724,941	October 3, 2005	Data storage devices and subsystems, namely hard disk drives, solid state drives, redundant arrays of independent disks, flash disks, storage blades, removable media and removable media drives	35700.0517	Opposition Filed; Adtran filed ext. to file notice of opposition; extension granted till 6/6/2007;
ERASURE	78/568,276	February 16, 2005	Data storage devices, namely hard disk drives, solid state drives and storage blades, in Int'l Class 9	35700.0600	Opposition Filed; Suspended; Revising co- existence agmt with NetEconomy; proceedings resume on 9/23/2007



**ADTRON CORPORATION TRADEMARK STATUS CHART**  
September 26, 2006

Mark	Ser. No./ Reg. No.	Filing/Reg. Date	Services/Class	S&W Docket No.	Status
	2,706,308	4/15/03	computer software to be used in connection to risk and fraud management, as well as enterprise risk monitoring solutions in IC 9; and development, updating and design for others of software to be used in connection with risk and fraud management and enterprise risk monitoring solutions; automation services, namely, integration of computer systems and computer networks in the fields of risk and fraud management and risk monitoring solutions; and computer consultation services in the fields of risk and fraud management and risk monitoring solutions in IC 42	35700.0009	Deadline for NetEconomy to file an Answer to the Cancellation action is 6/27/07
	78/363,710	February 6, 2004	Data storage devices, namely solid state flash disk drives with a secure erase function, in Int'l Class 9	35700.0700	Statement of Use must be filed by 9/27/07
	78/377,741	March 3, 2004	Data storage devices, namely hard disk drives, flash disk drives, CD-ROM and DVD readers and recorders, in Int'l Class 9	35700.0800	Abandoned in favor of newly filed application; rejected based on BLADE-PAK of DB Design Group

**ADTRON CORPORATION TRADEMARK STATUS CHART**  
September 26, 2006

Mark	Ser. No./ Reg. No.	Filing/Reg. Date	Services/Class	S&W Docket No.	Status
BLADEPAK	78/796,931	January 23, 2006	Data storage devices, namely hard disk drives, flash disk drives, solid-state drives, redundant arrays of independent disks, CD-ROM and DVD readers and recorders, in Int'l Class 9	35700.0817	Office Action received; response due 8/20/07 waiting closer to deadline to respond to discuss with client;
RAIDPAK	78/377,750	March 3, 2004	Data storage devices for computer systems, namely hard disk drives, solid state drives, flash disk drives, storage blades in the nature of Ethernet connected hard disk drives, removable media, namely, flash memory cards and removable media disk drives in Int'l Class 9	35700.0900	Abandoned
	78/363,628	February 6, 2004	Data storage devices and subsystems, namely hard disk drives, solid state drives, redundant arrays of independent disks, flash disks, storage blades, removable media and removable media drives, in Int'l Class 9	35700.1000	Abandoned
FLASHPAK	3,079,134	April 11, 2006	Data storage devices with solid state media, namely, flash drives in IC 9	35700.1100	Registered; §§ 8 & 15 affidavits due 4/10/12
ACTIVERAID	Not Applicable	N/A	To Be Determined	N/A	Client considering use of ADTRON™ ACTIVERAID

**ADTRON CORPORATION TRADEMARK STATUS CHART**  
**September 26, 2006**

Mark	Ser. No./ Reg. No.	Filing/Reg. Date	Services/Class	S&W Docket No.	Status
ARRAYPRO	Not Applicable	N/A	On hold	N/A	On hold per phone conference on 9/26/06

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date