

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Quartics, Inc.		11/26/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Focus Ventures III, L.P.
<b>Street Address:</b>	525 University Avenue, Suite 1400
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	FV Investors III, L.P.
<b>Street Address:</b>	525 University Avenue, Suite 1400
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	Foundation Capital IV, L.P.
<b>Street Address:</b>	250 Middlefield Road
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	The Safi Qureshey Family Trust dated May 21, 1984
<b>Street Address:</b>	15241 Laguna Canyon Road, Suite 200
<b>City:</b>	Irvine
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92618

OP \$65.00 77037417

Entity Type: TRUST: CALIFORNIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77037417	QVU
Serial Number:	77037444	PC2TV

CORRESPONDENCE DATA

Fax Number: (714)668-6457  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714.668.6327  
Email: barbaraalder@paulhastings.com  
Correspondent Name: Barbara Alder  
Address Line 1: 695 Town Center Drive, 17th Floor  
Address Line 2: c/oPaul, Hastings, Janofsky & Walker LLP  
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER:	Barbara Alder
Signature:	/Barbara Alder/
Date:	12/05/2008

Total Attachments: 9  
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## QUARTICS, INC.

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is made and entered into as of November 26, 2008 by and among QUARTICS, INC., a Delaware corporation (the "*Grantor*"), and the secured parties listed on the signature pages hereto (each, a "*Secured Party*" and collectively, the "*Secured Parties*"). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement (as defined below).

#### RECITALS

WHEREAS, each Secured Party has made certain advances of money to Grantor (collectively, the "*Loans*") pursuant certain Secured Promissory Notes, each dated as of the date hereof (each, a "*Note*" and collectively, the "*Notes*"), issued by Grantor to the Secured Parties; and

WHEREAS, in order to induce the Secured Parties to make the Loans, Grantor entered into a Security Agreement, dated as of the date hereof (the "*Security Agreement*"), with the Secured Parties pursuant to which Grantor has agreed to grant to the Secured Parties a security interest with respect to substantially all of Grantor's assets, subject to the terms and conditions set forth in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and conditions set forth below, Grantor and each Secured Party, intending to be legally bound, hereby agree as follows:

#### AGREEMENT

1. **GRANT OF SECURITY INTEREST.** To secure its obligations under the Notes, Grantor hereby grants and pledges to each Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits 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.

2. **RIGHTS AND REMEDIES OF THE SECURED PARTIES.** The security interest granted to each Secured Party pursuant to Section 1 is granted in conjunction with the security interest granted to each Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the Notes, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of a Secured Party provided for herein or in the Security Agreement or any of the Notes, 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this

Agreement, the Security Agreement or any of the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

**3. SUBORDINATION.** Notwithstanding anything to the contrary contained herein, the Secured Parties expressly acknowledge and agree that: (i) all of the Secured Parties' rights and remedies pursuant to this Agreement are junior and subordinate in right to the rights and remedies of the holders of all Senior Indebtedness (as defined in the Notes) pursuant to any agreements or instruments pertaining to the Senior Indebtedness; and (ii) notwithstanding the respective dates of attachment or perfection of any security interest of a Secured Party created pursuant hereto and any security interest of a holder of Senior Indebtedness created pursuant to any agreements or instruments pertaining to the Senior Indebtedness, the security interests of the holders of all Senior Indebtedness shall at all times be prior to the security interests of the Secured Parties. If requested by Grantor, the Secured Parties shall execute and deliver any necessary documents to assure any holder or prospective holder of Senior Indebtedness of the subordination agreed to by the Secured Parties herein.

**4. REPRESENTATIONS AND WARRANTIES OF GRANTOR.** Grantor represents and warrants that **Exhibits A, B, and C** attached hereto set forth all intellectual property rights with respect 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer on the date first set forth above.

GRANTOR:

QUARTICS, INC.

By:



Mario Rivas

Chief Executive Officer

Address: 15241 Laguna Canyon Road  
Suite 200  
Irvine, CA 92618

[SIGNATURE PAGE TO QUARTICS, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK  
REEL: 003898 FRAME: 0698

**SECURED PARTY:**

**FOCUS VENTURES III, L.P.**

**By: Focus Ventures Partners III, LLC**

By:   
Name: Kevin J. McQuillan  
Title: **Managing Member**

**Address: 525 University Avenue, Suite 1400  
Palo Alto, CA 94301**

**FV INVESTORS III, L.P.**

**By: Focus Ventures Partners III, LLC**

By:   
Name: Kevin J. McQuillan  
Title: **Managing Member**

**Address: 525 University Avenue, Suite 1400  
Palo Alto, CA 94301**

**SECURED PARTY:**

FOUNDATION CAPITAL IV, L.P.

By: Foundation Capital Management Co. IV, LLC

By:   
\_\_\_\_\_

Manager

Address: 250 Middlefield Road  
Menlo Park, CA 94025

**SECURED PARTY:**

THE SAFI QURESHEY FAMILY TRUST  
DATED MAY 21, 1984

By: \_\_\_\_\_

  
Safi Qureshey  
Trustee

By: \_\_\_\_\_

Anita Sue Qureshey  
Trustee

Address: c/o Quartics, Inc.  
15241 Laguna Canyon Road  
Suite 200  
Irvine, CA 92618

[SIGNATURE PAGE TO QUARTICS, INC. INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003898 FRAME: 0701**



**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**  
**PATENTS**

Description	Patent/Application No.	File Date
Combined scheduling and mapping of digital signal processing algorithms on a VLIW processor	09976720	10/21/01
Distributed processing architecture with scalable processing layers	10004753	12/3/01
Method and system for filtering a signal and providing echo cancellation using an adaptive length filter	10038320	10/19/01
Methods and systems for managing variable delays in packet transmission	10084559	2/25/02
Method and system for filtering a signal and for providing echo cancellation	7020279	3/28/06

**EXHIBIT C**  
**TRADEMARKS**

Description	Serial/Registration No.	File Date
QVU	77037417	11/6/06
PC2TV	77037444	11/6/06