

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
UBICOM, INC.		10/21/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	185 BERRY STREET		
Internal Address:	LOBBY1, SUITE 3000		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94107-1739		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77830334	UBICOM64	
Serial Number:	77364706	MEDIA MEETS NETWORKING	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000834		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$65.00 77830334

900174885

**TRADEMARK
 REEL: 004303 FRAME: 0773**

Signature:	/Michael J. Brignati 60,890/
Date:	10/26/2010
Total Attachments: 9 source=UBICOM_AMENDED-RESTATED#page1.tif source=UBICOM_AMENDED-RESTATED#page2.tif source=UBICOM_AMENDED-RESTATED#page3.tif source=UBICOM_AMENDED-RESTATED#page4.tif source=UBICOM_AMENDED-RESTATED#page5.tif source=UBICOM_AMENDED-RESTATED#page6.tif source=UBICOM_AMENDED-RESTATED#page7.tif source=UBICOM_AMENDED-RESTATED#page8.tif source=UBICOM_AMENDED-RESTATED#page9.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 21, 2010 by and among SILICON VALLEY BANK, a California corporation (“SVB”) as agent (“Agent”) for itself and GOLD HILL VENTURE LENDING 03, L.P. (“Gold Hill” and collectively with SVB, the “Lenders”), and UBICOM, INC., a California corporation (“Grantor”).

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Lenders, Agent and Grantor dated of even date herewith (as amended, modified or restated from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, on behalf of Lenders, 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 and that certain Intellectual Property Security Agreement by and between Grantor and SVB dated March 27, 2007 (as amended from time to time, the “Prior IP Agreement”), Grantor granted to Agent, on behalf of Lenders 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.

C. Lenders are willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor execute this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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 and covenants as follows and agrees that the Prior IP Agreement is hereby amended and restated as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, on behalf of Lenders a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(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 that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements 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;

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

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

(j) 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.

This security interest is granted in conjunction with the security interest granted to Agent, on behalf of Lenders under the Loan Agreement. The rights and remedies of Lenders 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 Lenders as a matter of law or equity. Each right, power and remedy of Lenders 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 Agent, on behalf of Lenders, of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Agent, of any or all other rights, powers or remedies.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


Address of Grantor:

195 Baypointe Parkway
San Jose, California 95134

Attn: Chris Mausler

GRANTOR:

UBICOM, INC.

By: 
Name: GIANESH K GANESAN
Title: PRESIDENT & CEO


Address of Bank:

185 Berry Street, Lobby1, Suite 3000
San Francisco, California 94107-1739

Attn: Matthew Wright

BANK:

SILICON VALLEY BANK

By: 
Name: Matthew Wright
Title: RM

[Signature Page to Amended and Restated IP Security Agreement-SVB/Gold Hill]

TRADEMARK
REEL: 004303 FRAME: 0778

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
None	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number</u> <u>(Publication Number)</u>	<u>Issue/Filing Date</u>
AUTOMATIC NETWORK TRAFFIC CHARACTERIZATION	7,633,869	12/15/2009
FIXED LENGTH MEMORY TO MEMORY ARITHMETIC AND ARCHITECTURE FOR DIRECT MEMORY ACCESS USING FIXED LENGTH INSTRUCTIONS	7,546,442	06/09/2009
ACTIVE MANAGEMENT FOR SMALL OFFICE/HOME OFFICE NETWORKING	7,523,186	04/21/2009
AUTOMATIC ADAPTIVE NETWORK TRAFFIC PRIORITIZATION AND SHAPING	7,460,476	12/02/2008
SIMPLIFIED CONFIGURATION AND SECURITY FOR NETWORKED WIRELESS DEVICES	7,356,011	04/08/2008
SOFTWARE INPUT/OUTPUT USING HARD REAL TIME THREADS	7,308,686	12/11/2007
SYSTEM AND METHOD FOR READING AND WRITING A THREAD STATE IN A MULTITHREADED CENTRAL PROCESSING UNIT	7,120,783	10/10/2006
SYSTEM AND METHOD FOR INSTRUCTION LEVEL MULTITHREADING SCHEDULING IN A EMBEDDED PROCESSOR	7,082,519	07/25/2006
FIXED LENGTH MEMORY TO MEMORY ARITHMETIC AND ARCHITECTURE FOR A COMMUNICATIONS EMBEDDED PROCESSOR SYSTEM	7,047,396	05/16/2006
UNIVERSAL SERIALIZER/DESERIALIZER	7,010,612	03/07/2006
NETBUFS: COMMUNICATION PROTOCOL PACKET BUFFERING USING PAGED MEMORY MANAGEMENT	6,973,558	12/06/2005
APPARATUS AND METHOD OF DYNAMIC AND DETERMINISTIC CHANGES IN CLOCK FREQUENCY FOR LOWER POWER CONSUMPTION WHILE MAINTAINING FAST INTERRUPT HANDLING	6,684,342	01/27/2004
NETBUFS: COMMUNICATION PROTOCOL PACKET BUFFERING USING PAGED MEMORY MANAGEMENT	6,654,865	01/31/2002

REDUCED SHORT CURRENT CIRCUIT	6,445,224	09/03/2002
SYSTEM AND METHOD FOR MULTI-INPUT WAKE UP IN A MICROCONTROLLER USING A SINGLE CLOCK	6,256,746	07/03/2001
ARRANGEMENT OF EQUIPMENT FOR REMOTE MONITORING OF BODILY FUNCTIONS (ABANDONED)	10/419,965	04/22/2003
INSTRUCTION LEVEL MULTITHREADING IN AN EMBEDDED PROCESSOR USING ZERO-TIME CONTEXT SWITCHING	09/748,098	12/21/2000

EXHIBIT C

Trademarks

UBICOM32 (Registered)	3,710,556	11/10/2009
UBICOM (Registered)	3,121,074	07/25/2006
STREAMENGINE (Registered)	2,997,972	09/20/2005
UBICOM (Registered)	2,949,379	05/10/2005
UBICOM16 (Abandoned)	78/545,183	01/10/2005
UBICOM64 (Abandoned)	78/545,179	01/10/2005
UBICOM64 (Allowed)	77/830,334	09/18/2009
MEDIA MEETS NETWORKING (Pending)	77/364,706	01/04/2008
IPGATE (Abandoned)	76/209,596	02/07/2001
INTERNET PROCESSOR (Abandoned)	76/209,594	02/07/2001
IPWEB (Abandoned)	76/209,593	02/07/2001
IPUSB (Abandoned)	76/209,592	02/07/2001
IPSTACK (Abandoned)	76/209,591	02/07/2001
IPSECURE(Abandoned)	76/209,590	02/07/2001
IPRADIO (Abandoned)	76/209,589	02/07/2001
IPPLUG (Abandoned)	76/209,588	02/07/2001
IPPHONE (Abandoned)	76/209,587	02/07/2001
IPOS (Abandoned)	76/209,585	02/07/2001
IPNET (Abandoned)	76/209,584	02/07/2001
IPMODULE (Abandoned)	76/209,583	02/07/2001
IPMANAGE (Abandoned)	76/209,582	02/07/2001
IPMAIL (Abandoned)	76/209,581	02/07/2001
IPMAC (Abandoned)	76/209,580	02/07/2001
IPHOME (Abandoned)	76/209,579	02/07/2001
IPETHER (Abandoned)	76/209,578	02/07/2001
IPBRIDGE (Abandoned)	76/209,577	02/07/2001
IPBLUE (Abandoned)	76/209,576	02/07/2001
IPBASEBAND (Abandoned)	76/209,575	02/07/2001

EXHIBIT D

Mask Works

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