

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
Ikano Communications, Inc.		07/07/2011	CORPORATION: UTAH
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2684511	AMERION	
Registration Number:	3355674	DSLEXTREME	
Registration Number:	2839294	HOTSPOTZZ	
Registration Number:	3056717	IKANO	
Registration Number:	3056716	IKANO	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	843461		

CH \$140.00 2684511

900196913

**TRADEMARK
 REEL: 004581 FRAME: 0172**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/13/2011
Total Attachments: 11 source=7-13-11 IKANO COMMUNICATIONS INC-TM #page1.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page2.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page3.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page4.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page5.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page6.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page7.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page8.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page9.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page10.tif source=7-13-11 IKANO COMMUNICATIONS INC-TM #page11.tif	

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):

IKANO COMMUNICATIONS, INC.

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

Citizenship (see guidelines) U.S.

Additional names of conveying parties attached? Yes No

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: U.S. Zip: 95054-1191

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship U.S.

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)

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

Execution Date(s) 07/07/2011

- 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)

SEE EXHIBIT C

B. Trademark Registration No.(s)

SEE EXHIBIT C

Additional sheet(s) attached? Yes No

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

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

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: ORDER#

6. Total number of applications and registrations involved:

5

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

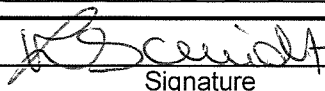
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


 Signature

07/11/2011

Date

KATARZYNA SCHMIDT
 Name of Person Signing

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

11

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 IKANO Communications, Inc. ("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 among Bank, SISNA, Inc, Dialup USA, Inc., Virtacore Systems, Inc., and Grantor dated July 7, 2011 (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 (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. 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");

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 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.

[Signature page follows.]

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.

Address of Grantor:
22375 Broderick Road Suite 155
Sterling, VA 20166

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

IKANO COMMUNICATIONS, INC.

By:  _____

Title:  _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

Address of Grantor:
22375 Broderick Road Suite 155
Sterling, VA 20166

IKANO COMMUNICATIONS, INC.

By: _____

Attn: _____

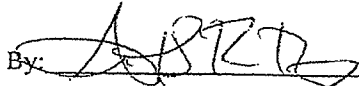
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Attn: _____

Title: COMPTROLLER _____

EXHIBIT A

Copyrights

None.

EXHIBIT B


Patents

None.

EXHIBIT C

Trademarks

TM Records	Trademark	Status/Status Date	Brief Goods/Services	Owner	Registration Number	Notes
US Federal Q2 f-1	AMERION	Registered 8 & 15 February 12, 2009	(Int'l Class: 38) Telecommunications services, namely, wire communications services, namely, providing wireless internet access to others; bandwidth communications services, namely, providing bandwidth to...	Ikano Communications, Inc. (Utah Corp.) 124 Charles Lindbergh Drive Salt Lake City, Utah 84124	2,684,511	
US Federal Q2 f-3	DSLEXTREME DSLExtreme	Registered December 18, 2007	(Int'l Class: 42) Web-hosting for others and computer services, namely, leasing access time to computer data bases	Ikano Communications Inc. (Utah Corp.) Suite 245 265 East 100 South Salt Lake City, Utah 84111	3,355,674	
US Federal Q2 f-8	HOTSPOTZZ	Registered Supplemental Register 8 Accepted April 29, 2010	(Int'l Class: 9) Communication services, namely providing multiple user wireless internet	Wireless Network Services, Inc. (Utah Corp.)	2,839,294	

TM Records	Trademark	Status/Status Date	Brief Goods/Services	Owner	Registration Number	Notes
US Federal Q2 f-10	IKANO	Registered February 7, 2006	(Int'l Class: 42) Computer services, namely, designing and implementing and hosting on a computer server for a global computer network the web sites of client companies under the clients' brand names; and providing customer service under the brand names of client companies in the...	Ikano Communications, Inc. (Utah Corp.)	3,056,717	
US Federal Q2 f-11	IKANO and Design 	Registered February 7, 2006	(Int'l Class: 42) Computer services, namely, designing, implementing and hosting on a computer server for a global computer network the web sites	Ikano Communications, Inc. (Utah Corp.)	3,056,716	

TM Records	Trademark	Status/Status Date	Brief Goods/Services	Owner	Registration Number	Notes
			of client companies under the clients' brand names; and providing customer service under the brand names of client companies in the...			

EXHIBIT D

Mask Works

None.