

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																				
CONVEYING PARTY DATA																					
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>NEVIS NETWORKS, INC.</td> <td></td> <td>04/24/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>VENTURE LENDING & LEASING IV, INC.</td> <td></td> <td>05/14/2009</td> <td>CORPORATION: MARYLAND</td> </tr> <tr> <td>VENTURE LENDING & LEASING V, INC.</td> <td></td> <td>05/14/2009</td> <td>CORPORATION: MARYLAND</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	NEVIS NETWORKS, INC.		04/24/2009	CORPORATION: DELAWARE	VENTURE LENDING & LEASING IV, INC.		05/14/2009	CORPORATION: MARYLAND	VENTURE LENDING & LEASING V, INC.		05/14/2009	CORPORATION: MARYLAND		
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PROPERTY NUMBERS Total: 5																					
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Registration Number:	3277537	LANSIGHT																			
CORRESPONDENCE DATA																					
Fax Number:	8314200713																				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																					
Phone:	831.332.7127																				
Email:	patrick.reilly@ipsociety.net																				

OP \$140.00 78630940

Correspondent Name: PATRICK REILLY
Address Line 1: P.O. BOX 7218
Address Line 4: SANTA CRUZ, CALIFORNIA 95061-7218

ATTORNEY DOCKET NUMBER: F23-001T-ASSIGN

NAME OF SUBMITTER: PATRICK T. REILLY

Signature: /PATRICK T. REILLY/

Date: 10/03/2012

Total Attachments: 15

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ACKNOWLEDGEMENT

The undersigned authorized officer of Nevis Networks, Inc., a Delaware corporation (“Nevis”), hereby acknowledges that substantially all of the assets of Nevis (including any outstanding accounts receivable) were purchased by F 23 Technologies, Inc., a Delaware corporation pursuant to a Secured Party Bill of Sale dated as of April 24th, 2009.

NEVIS NETWORKS, INC., a Delaware corporation

By 

Its President & CEO

Date April 30, 2009

TRADEMARK TRANSFER STATEMENT
(under Uniform Commercial Code Section 9-619)

WHEREAS, Nevis Networks, Inc., a Delaware corporation ("Nevis"), is the registered owner of certain trademarks and service marks registered and pending in the United States Patent and Trademark Office, pending foreign trademark applications, and common law trademarks and service marks (hereinafter collectively referred to as the "Marks"), all of which are set forth on the Schedule attached hereto;

WHEREAS, Nevis previously granted to each of Venture Lending & Leasing IV, Inc. ("VLL4") and Venture Lending & Leasing V, Inc. ("VLL5") and sometimes being referred to herein together with VLL4 as "Secured Parties" and individually as a "Secured Party") security interests in all of Nevis's right, title and interest in and to all general intangibles and other personal property owned by Nevis, including the Marks as security for certain loans which are in default;

WHEREAS, Nevis has defaulted in connection with its secured obligations to Secured Parties;

WHEREAS, each Secured Party has exercised its post-default rights of foreclosure of its security interests in and to the Marks and the goodwill associated therewith, and pursuant to a power of sale and foreclosure has conveyed on April 24, 2009, the Marks to F 23 Technologies, Inc., a Delaware corporation ("Transferee"); and

WHEREAS, by reason of the exercise of such foreclosure remedies and conveyance, all rights of Nevis in and to the Marks have been acquired by Transferee.

NOW, THEREFORE, in accordance with Section 9619(b) of the California Commercial Code, Transferee is entitled to a transfer of record of all rights of Nevis in the Marks, and request is hereby made that the Commissioner of Patents and Trademarks and the United States Patent and Trademark Office accept the foregoing transfer statement and promptly amend its records to reflect the aforesaid transfer to Transferee.

The mailing address of Nevis, Secured Parties and the Transferee are as follows:

Nevis:

Nevis Networks, Inc.
295 N. Bernardo Ave.
Mountain View, CA 94043

Secured Parties:

Venture Lending & Leasing IV, Inc.
Venture Lending & Leasing V, Inc

46109/0010
JTK/352825.1

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

Transferee:

F 23 Technologies, Inc.
c/o Harrell P.C.
1175 Saratoga Avenue, Suite 11
San Jose, CA 95129
Attention: Ajit Shelat

This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature, and such signature shall be treated as a fully enforceable signature hereto.

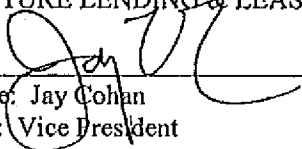
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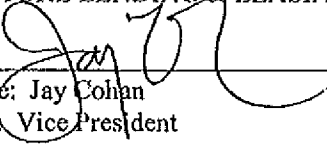
IN WITNESS WHEREOF, each Secured Party and Transferee has caused its name to be signed by a duly authorized representative this 14th day of May, 2009.

SECURED PARTIES:

VENTURE LENDING & LEASING IV, INC.

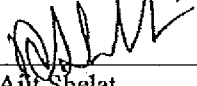
By: 
Name: Jay Cohan
Title: Vice President

VENTURE LENDING & LEASING V, INC.

By: 
Name: Jay Cohan
Title: Vice President

TRANSFEREE:

F 23 TECHNOLOGIES, INC.

By: 
Name: Ajit Shelat
Title: Chief Executive Officer

46109/0010
JTK/362826.1

Schedule of Trademarks

U.S. Registered Trademarks

<u>Description</u>	<u>Serial No. & Registration No.</u>	<u>Date Filed & Registered</u>
LANSECURE	78/742,163 3,214,278	10/27/2005 2/27/2007
NEVIS LOGO	78/732,139 3,192,298	10/12/2005 1/2/2007
LANENFORCER	78/742,161 3,277,536	10/27/2005
LANSIGHT	78/742,162 3,277,537	10/27/2005

U.S. Pending Trademarks

<u>Mark</u>	<u>Serial No.</u>	<u>Date Filed</u>
NEVIS NETWORKS	78/630,940	5/16/2005

46109/0010
JTK/362825.1

SECURED PARTY BILL OF SALE

Date: April 24, 2009

In consideration of (i) Venture Lending & Leasing IV, Inc., a Maryland corporation ("VLL4"), of a promissory note having a principal balance of \$373,980 made by F 23 Technologies, Inc., a Delaware corporation ("Purchaser"), in favor of VLL4 and (ii) the receipt by Venture Lending & Leasing V, Inc., a Maryland corporation ("VLL5" and sometimes being referred to herein together with VLL4 as "Secured Parties" and individually as a "Secured Party"), of a promissory note having a principal balance of \$373,980 made by Purchaser, and for other good and valuable consideration, Secured Parties hereby sell, transfer and assign to Purchaser, and Purchaser hereby accepts delivery of, all the right, title and interest of Nevis Networks, Inc., a Delaware corporation ("Debtor"), in and to the "Collateral", as defined in and described on Exhibit "A" attached hereto.

1. Representations and Warranties of Secured Party. Each Secured Party hereby represents and warrants to Purchaser as follows:

(a) Such Secured Party is a corporation duly organized and validly existing under the laws of its jurisdiction of incorporation, and has all necessary corporate power and authority to deliver this Secured Party Bill of Sale to Purchaser, and to convey the Collateral to Purchaser.

(b) Such Secured Party holds a valid security interest in the Collateral, and to its knowledge, based solely upon the results of Uniform Commercial Code search requests of the offices of the Secretary of State of the States of Delaware and California, both certified on March 3, 2009, there are no outstanding security interests of record that are superior to the security interest of such Secured Party in the Collateral.

(c) Debtor is in default of its obligations to such Secured Party, and such Secured Party is entitled to sell the Collateral under the terms of a written security agreement between Debtor and such Secured Party, the provisions of the Division 9 of the California Uniform Commercial Code (the "California UCC"), and other applicable laws.

(d) The disposition of the Collateral effected by this Secured Party Bill of Sale transfers to Purchaser all of Debtor's rights therein, discharges such Secured Party's security interest, and discharges any security interests or liens subordinate to the security interest of such Secured Party. Purchaser takes free of all such rights and interests even if such Secured Party fails to comply with the requirements of Part 6 of Division 9 of the California UCC if Purchaser has acted in good faith. Secured Party is not aware of any allegations by any Person that Purchaser has not acted in good faith, excluding allegations of Vanni Business Park, LLC or its affiliates (collectively, "Yanni").

(e) Such Secured Party has complied in all material respects with all applicable requirements of Part 6 of Division 9 of the California UCC in connection with the sale to Purchaser of the Collateral.

(f) This Secured Party Bill of Sale and all other documents executed and delivered by such Secured Party to Purchaser in connection with the sale of the Collateral have been duly authorized by all necessary corporate action on behalf of such Secured Party, have been duly executed and delivered by authorized officers of such Secured Party, are valid and binding agreements on the part of such Secured Party and are enforceable against such Secured Party in accordance with their terms.

(g) No consent, approval or authorization of, or filing with, any entity on the part of such Secured Party is required in connection with its valid execution and delivery of this Secured Party Bill of Sale or the sale of the Collateral.

2. **Disclaimer of Warranties.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 1 ABOVE, PURCHASER AGREES THAT THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. PURCHASER AGREES THAT THE COLLATERAL IS PLACED AT PURCHASER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

3. **Independent Inspection.** Purchaser acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its knowledge of the value and condition of the Collateral. Purchaser agrees that Secured Parties have not made any representation, warranty, statement of fact, or expression of opinion to Purchaser with regard to the Collateral, except as stated herein, and are not now and were not previously under any duty to do so. Purchaser agrees that the Secured Parties have not made any warranty or affirmation of fact, promise, description, model or sample of the Collateral.

4. **Delivery of Possession.** Secured Parties shall be under no obligation to cause delivery of control or possession of the Collateral to Purchaser. Purchaser understands and acknowledges that Debtor, Debtor's Indian subsidiary and Vanni (Debtor's former landlord), and not Secured Parties, are in possession and control of the Collateral.

5. **Further Assurances.** Each Secured Party agrees, at the sole expense of Purchaser, to do and perform or cause to be done and performed all such further acts and things and to execute and deliver all such other agreements, certificates, instruments and documents as Purchaser may reasonably request to carry into effect the intents and purposes of this Secured

Party Bill of Sale; provided, however, that except as may be required by law, neither Secured Party shall have any obligation to file or record any documents in connection herewith.

6. Counterparts. This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature or other means of electronic transmission, and such signature shall be treated as a fully enforceable signature hereto.

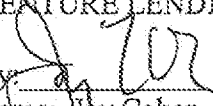
[Signature Page Follows]

[Signature Page to Secured Party Bill of Sale]

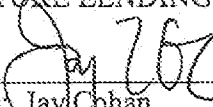
IN WITNESS WHEREOF, the parties have executed and delivered this Secured Party Bill of Sale as of the date first above written.

Secured Parties:

VENTURE LENDING & LEASING IV, INC.

By: 
Name: Jay Cohan
Title: Vice President

VENTURE LENDING & LEASING V, INC.

By: 
Name: Jay Cohan
Title: Vice President

Purchaser:

F 23 TECHNOLOGIES, INC.

By: _____
Name:
Title:

[Signature Page to Secured Party Bill of Sale]

IN WITNESS WHEREOF, the parties have executed and delivered this Secured Party Bill of Sale as of the date first above written.

Secured Parties:

VENTURE LENDING & LEASING IV, INC.

By: _____

Name:

Title:

VENTURE LENDING & LEASING V, INC.


By: _____

Name:

Title:

Purchaser:

F 23 TECHNOLOGIES, INC.

By:  _____

Name: Ajit Shejat

Title: Chief Executive Officer

45109/0010
JFK/358336.3

TRADEMARK
REEL: 004871 FRAME: 0945

Exhibit "A"
To
Secured Party Bill Of Sale

"Collateral" means all personal property and assets of Debtor in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, including without limitation, all of Debtor's right, title and interest in and to the following property: (a) all Receivables; (b) all Equipment; (c) all Fixtures; (d) all General Intangibles; (e) all Inventory; (f) all Shares; (g) all other Goods and personal property of Debtor, whether tangible or intangible, now owned or existing, leased, consigned by or to, Debtor and wherever located; (h) all Records; and (i) all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing; provided, however, that the Collateral shall not include any of the following, now owned or hereafter acquired by Debtor and wherever located (1) Investment Property, (2) Deposit Accounts, (3) Debtor's cash or cash equivalents and (4) Debtor's corporate minute books, and other books and records that do not relate to the Collateral.

Capitalized terms used in this Exhibit "A" are defined as follows:

"Account" means any "account," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned by or belonging or owing to Debtor (including, without limitation, under any trade name, style or division thereof) whether arising out of goods sold or services rendered by Debtor or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without limitation, any such obligation that may be characterized as an account or contract right under the UCC) and all of Debtor's rights in, to and under all purchase orders or receipts now owned by it for goods or services, and all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all monies due or to become due to Debtor under all purchase orders and contracts for the sale of goods or the performance of services or both by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), now in existence including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" means any "chattel paper," as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Copyright License” means any written agreement granting any right to use any Copyright or Copyright registration in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Copyrights” means all of the following in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached: (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions thereof; and (iv) any registrations to be issued under any pending applications.

“Deposit Accounts” means any “deposit accounts,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Documents” means any “documents,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Equipment” means any “equipment,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

“Fixtures” means any “fixtures,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“General Intangibles” means any “general intangibles,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached and, in any event, shall include, without limitation, all right, title and interest that Debtor may now have in or under any contract, all customer lists, Copyrights, Trademarks, Patents, websites, domain names, and all applications therefor and reissues, extensions, or renewals thereof, other rights to Intellectual Property, interests in partnerships, joint ventures and other business associations, Licenses, permits, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, recipes, experience, processes, models, drawings, materials and records, goodwill (including, without limitation, the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License), claims in or under insurance policies, including unearned premiums, rights to sue for past, present and future infringement of Copyrights, Trademarks and Patents, rights to receive tax refunds and other payments and rights of indemnification.

“Goods” means any “goods,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Instruments” means any “instrument,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Intellectual Property” means all of the following tangible and intangible personal property of Debtor, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached: all Copyrights, Trademarks, Patents, Licenses, trade secrets, source codes, customer lists, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, skill, expertise, experience, processes, models, drawings, materials, records and goodwill associated with the foregoing.

“Inventory” means any “inventory,” as such term is defined in the UCC, wherever located, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, and, in any event, shall include, without limitation, all inventory, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service or that constitute raw materials, work in process or materials used or consumed or to be used or consumed in Debtor’s business, or the processing, packaging, promotion, delivery or shipping of the same, and all finished goods, whether or not the same is in transit or in the constructive, actual or exclusive possession of Debtor or is held by others for Debtor’s account, including, without limitation, all goods covered by purchase orders and contracts with suppliers and all goods billed and held by suppliers and all such property that may be in the possession or custody of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents or other persons.

“Investment Property” means any “investment property,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Letter of Credit Rights” means any “letter of credit rights,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, including any right to payment under any letter of credit.

“License” means any Copyright License, Patent License, Trademark License or other license of rights or interests in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, and any renewals or extensions thereof.

“Patent License” means any written agreement granting any right with respect to any invention on which a Patent is in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Patents” means all of the following property in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached: (a) all letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (b) all reissues, continuations, continuations-in-part or extensions thereof; (c) all petty patents, divisionals, and patents of addition; and (d) all patents to be issued under any such applications.

“Person” means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof).

“Proceeds” means “proceeds,” as such term is defined in the UCC and, in any event, shall include, without limitation, (a) any and all Accounts, Chattel Paper or Instruments, (b) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor with respect to any of the Collateral in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached, (c) any and all payments (in any form whatsoever) made or due and payable to Debtor in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person or entity acting under color of governmental authority) and (d) any claim of Debtor against third parties in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached (i) for past, present or future infringement of any Copyright, Patent or Patent License or (ii) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

“Receivables” means all of Debtor’s Accounts, Instruments, Documents, Chattel Paper, Supporting Obligations, and letters of credit and Letter of Credit Rights.

“Records” means, to the extent related to or evidencing the Collateral all Debtor’s computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor’s business in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Shares” means: (a) one hundred percent (100%) of the issued and outstanding capital stock, membership units or other securities owned or held of record by Debtor in any domestic Subsidiary, and (b) 65% of the issued and outstanding capital stock, membership units or other securities entitled to vote owned or held of record by Debtor in any Subsidiary that is a controlled foreign corporation (as defined in the Internal Revenue Code), in each case, as the

same are in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Subsidiary” means any Person a majority of the equity ownership or voting stock of which is in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Supporting Obligations” means any “supporting obligations,” as such term is defined in the UCC, in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Trademark License” means any written agreement granting any right to use any Trademark or Trademark registration in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached.

“Trademarks” means all of the following property in existence and owned by Debtor as of the date of the Secured Party Bill of Sale to which this Exhibit is attached: (a) all trademarks, tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

“UCC” means the Uniform Commercial Code as in effect in the State of California as of the date of this Bill of Sale. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.