

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Continuous Computing Corporation	07/08/2005
RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	75 E. Trimble Road, MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10916536
Application Number:	10671432
Patent Number:	6854072
CORRESPONDENCE DATA	
Fax Number:	(213)443-2926
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(213) 617-5493
Email:	jcravitz@sheppardmullin.com
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP
Address Line 1:	333 S. Hope St., 48th Floor
Address Line 2:	Attn: J. Cravitz
Address Line 4:	Los Angeles, CALIFORNIA 90071
NAME OF SUBMITTER:	Julie Cravitz
<p>Total Attachments: 5</p> <p>source=cont comput IP#page1.tif</p> <p>source=cont comput IP#page2.tif</p>	

CH \$120.00 10916536

**500059095**

**PATENT**  
**REEL: 016735 FRAME: 0602**

source=cont comput IP#page3.tif

source=cont comput IP#page4.tif

source=cont comput IP#page5.tif

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of July 8, 2005 by and between COMERICA BANK ("Bank") and CONTINUOUS COMPUTING CORPORATION, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has 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 Bank and Grantor dated of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Schedules 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

9380 Carroll Park Drive  
San Diego, CA 92121

Attn: Erez Barnavon

CONTINUOUS COMPUTING CORPORATION

By: 

Title: CFO & ERP

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000  
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
X.25 network layer functional specification Revision 1.1	TXu-366-000	04/13/1989
Asynchronous PAD functional specification Revision 1.2	TXu-363-822	04/13/1989
X.25 data link layer functional specification Revision 1.1	TXu-366-515	04/13/1989
Trillium MGCP software portfolio	TXu-976-408	05/01/2000
Trillium ISDN software portfolio	TXu-976-409	05/01/2000

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
High availability file server for providing transparent access to all data before and after component failover	6854072	02/08/2005
High availability/high density system and method	10/916536	10/17/2000
Independently powered slots architecture and method	10/671432	09/26/2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Application Number</u>	<u>Filed/ Registration Date</u>
UPSUITE	2693889	03/04/2003
UPDISK	2622093	09/17/2002
UPBEAT	2618817	09/10/2002
CONTINUOUS COMPUTING CORPORATION	2543823	03/05/2002
TRILLIUM	2075091	07/01/1997
TAPA	2275729	09/07/1999
TRILLIUM	2315838	02/08/2000
TRILLIUM	2020706	12/03/1996
TRILLIUM ON BOARD	2700669	03/25/2003
CONTINUOUS COMPUTING	78560752	02/04/2005
[DESIGN ONLY] [stylized design of a box]	78560745	02/04/2005
CREATE DEPLOY CONVERGE	78560716	02/04/2005
CONTINUOUS COMPUTING	78580848	03/04/2005
CONTINUOUS COMPUTING	78564541	02/10/2005
CREATE DEPLOY CONVERGE	78561380	02/05/2005
[DESIGN ONLY] [stylized design of a box]	78561375	02/05/2005
CONTINUOUS COMPUTING	78561372	02/05/2005
UPSTATE	76352950	12/28/2001
TRILLIUM DIGITAL SYSTEMS	2020707	12/03/1996
TRILLIUM DIGITAL SYSTEMS	2078564	07/15/1997