

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
XIOTECH CORPORATION	02/22/2006

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6996741
Patent Number:	6883065
Application Number:	10865191
Application Number:	10865339
Application Number:	10819695
Application Number:	10781074
Application Number:	10781594
Application Number:	10683541
Application Number:	10629415

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

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Address Line 2:	attn: Oleh Hereliuk
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	357768
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NAME OF SUBMITTER:	Oleh Hereliuk
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Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 22, 2006 by and between SILICON VALLEY BANK ("Bank") and Xiotech Corporation ("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 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, Patents, and Mask Works 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

Grantor will register with the United States Patent and Trademark Office its material Patents and Trademarks and additional material Patent and Trademark rights developed or acquired, including revisions or additions to any product before the sale or licensing of the product to any third party or if such rights are otherwise material.

Grantor represents and warrants to Bank that it now has no copyrights registered with the United States Copyright Office. Further, if and to the extent Grantor desires to so register any copyrightable materials, Borrower shall at such time (i) provide Bank with at least 15 days prior written notice of the proposed registration of any such copyrightable materials with the United States Copyright Office; (ii) provide Bank with a copy of the application for any such registration; and (iii) execute such other instruments, and take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's security interest therein and in the proceeds thereof, to the extent Bank determines that any additional action is required or desired.

Grantor will (i) protect, defend and maintain the validity and enforceability of its material Intellectual Property and promptly advise Bank in writing of material infringements of Intellectual Property material to the Grantor's business and (ii) not allow any Intellectual Property

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then material to Grantor's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

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.

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

GRANTOR:

XIOTECH CORPORATION

By: 

Title: President and CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

then material to Grantor's business to be abandoned, forfeited or dedicated to the public without Bank's written consent.

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.

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

GRANTOR:

XIOTECH CORPORATION

By: 

Title: President and CEO

BANK:

SILICON VALLEY BANK

By: 

Title: Sr. Relationship Manager

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EXHIBIT A

Registered Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and method for redundant communication between redundant controllers	6,996,741	February 7, 2006
System and method for a redundant communication channel via storage area network back-end	6,883,065	April 19, 2005
Method, apparatus, and program storage device for detecting failures in data flow in high-availability storage systems	20050278704 10/865,191	December 15, 2005 June 10, 2004
Method, apparatus and program storage device for keeping track of writes in progress on multiple controllers during resynchronization of RAID stripes on failover	20050278476 10/865,339	December 15, 2005 June 10, 2004
Method, apparatus and program storage device for providing control to a networked storage architecture	20050234916 10/819,695	October 20, 2005 April 7, 2004
Method, apparatus and program storage device for providing wireless storage	20050198194 10/781,074	September 8, 2005 February 18, 2004
Method, apparatus and program storage device that provide virtual space to handle storage device failures in a storage system	20050193273 10/781,594	September 1, 2005 February 18, 2004
Method, apparatus and program storage device for optimizing storage device distribution within a RAID to provide fault tolerance for the RAID	20050081086 10/683,541	April 14, 2005 October 10, 2003
Method, apparatus and program storage device for dynamically resizing mirrored virtual disks in a RAID storage system	20050027938 10/629,415	February 3, 2005 July 29, 2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Evidentex	78795114	January 19, 2006
Datascale	78689097	August 9, 2005
Xiotech	78689072	August 9, 2005
Xiotech	2964245	June 28, 2005
Timescale	76614385	October 1, 2004
San In A Box	76570779	January 20, 2004
Magnitude 3D	2963649	June 28, 2005
Magnitude 3D	3004774	October 4, 2005
Magnitude	2959054	June 7, 2005
Xiotech	2136196	February 10, 1998

EXHIBIT D

Registered Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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RECORDED: 05/08/2006

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