

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Security Agreement
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CONVEYING PARTY DATA	
Name	Execution Date
LANTRONIX, INC.	05/17/2006

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

PROPERTY NUMBERS Total: 23	
Property Type	Number
Patent Number:	4972368
Patent Number:	4972470
Patent Number:	5272558
Patent Number:	5410363
Patent Number:	6571305
Patent Number:	6615215
Patent Number:	6615272
Patent Number:	6881096
Patent Number:	6898660
Patent Number:	6922748
Application Number:	10791109
Application Number:	10791110
Application Number:	10896088
Application Number:	10929858
Application Number:	10931539

CH \$920.00 4972368

Application Number:	10909981
Application Number:	11060664
Application Number:	11075266
Application Number:	11084342
Application Number:	10712084
Application Number:	09780985
Application Number:	11031643
Application Number:	10229251

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
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	359157
NAME OF SUBMITTER:	Oleh Hereliuk

Total Attachments: 15
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ISSUED PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent Serial I/O Subsystem	4,972,368	Nov. 20, 1990
Programmable Connector	4,972,470	Nov. 20, 1990
Two Level Fiber Optic Communication from Three-Valve Electronic Signal Source	5,272,558	Dec. 21, 1993
Automatic Gain Control Device for Transmitting Video Signals between 2 locations	5,410,363	April 25, 1995
System for Extending Length of a Connection to a USB Peripheral	6,571,305	May 27, 2003
Switch Node for Connecting a Keyboard Video Mouse to Selected Servers in a Interconnected Switch Node Network	6,615,215	Sept. 2, 2003
Switch Node for Connecting a Keyboard Video Mouse to Selected Servers in a Interconnected Switch Node Network	6,615,272	Sept. 2, 2003
Compact Serial To Ethernet Conversion Port	6,881,096	April 19, 2005
System for Extending Length of a Connection to a USB Peripheral	6,898,660	May 24, 2005
System for Extending Length of a Connection to a USB Peripheral	6,922,748	July 26, 2005

PENDING PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Debugging Software Applications on Remote Devices	10/791,109	March 2, 2004
Method and System For Program Transformation in Managed Runtime Environments Based Upon Flow Sensitive Local Type Constraint Analysis	10/791,110	March 2, 2004
Secure Data Transfer Using an Embedded System	10/896,088	July 21, 2004
Secure COM Port Redirector Overview	10/929,858	Aug. 30, 2004
Method and System for Program Transformation	10/931,539	Sept. 1, 2004
In-Band Firewall for an Embedded System	10/909,981	Sept. 3, 2004
Serial-To-Ethernet Conversion Port	11/060,664	Feb. 17, 2005
Data Syndication Apparatus and Methods	11/075,266	March 7, 2005
Wireless Communication Port	11/084,342	March 17, 2005
Communication Protocol Converter & Method of Protocol Conversion	10/712,084	June 14, 2005
Sister Application to Data Communication Controller & Methods	09/780,985	Nov. 15, 2004
Remote Management Module and Methods	11/031,643	-----
Method and System for Dynamic Distributed Object-Oriented Environment	10/229,251	Aug. 27, 2002

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 17, 2006 by and between SILICON VALLEY BANK ("Secured Party") and LANTRONIX, INC. ("Grantor").

RECITALS

A. Secured Party and Grantor are entering into that certain Loan and Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement). Secured Party and Grantor are entering into that certain Loan and Security Agreement (Exim Program) of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Exim Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Exim Loan Agreement).

B. Pursuant to the terms of the Loan Agreement and the Exim Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement and Exim Loan Agreement, respectively), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) 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");

(f) All 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");

(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 rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, 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 or Patents; 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement and Exim Loan Agreement, respectively. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and Exim Loan Agreement, respectively, and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement, Exim Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Exim 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 Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A-1 hereto.

(b) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(d) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement and/or the Exim Loan Agreement, the provision giving Secured


Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement and Exim Loan Agreement, respectively. This Agreement, the Loan Agreement, the Exim Loan Agreement and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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.

Address of Grantor:

15353 Barranca Parkway
Irvine, CA 92618

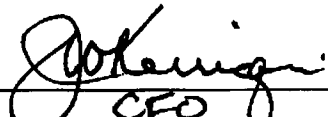

DIRECTOR OF FINANCE
JEREMY R. WHITTAKER

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

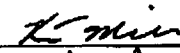
Grantor:

Lantronix, Inc.

By: 
Title: CFO
Name: JAMES W. KERRIGAN

Secured Party:

SILICON VALLEY BANK

By: 
Title: Vice President

Form: 3/1/02
Document Version: -0

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
EPS & ETS printer/terminal servers	TX-4-201-719	January 29, 1996

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

None

EXHIBIT B

ISSUED PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intelligent Serial I/O Subsystem	4,972,368	Nov. 20, 1990
Programmable Connector	4,972,470	Nov. 20, 1990
Two Level Fiber Optic Communication from Three-Valve Electronic Signal Source	5,272,558	Dec. 21, 1993
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System for Extending Length of a Connection to a USB Peripheral	6,922,748	July 26, 2005

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Remote Management Module and Methods	11/031,643	-----
Method and System for Dynamic Distributed Object-Oriented Environment	10/229,251	Aug. 27, 2002

EXHIBIT C
TRADEMARKS

Description

Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

LANTRONIX, INC.
Trademarks – Updated: 3/23/2006

Mark	Status	Notes
AV PORT (US)	04/11/2005: Abandoned	
CellBox (US)	07/26/2005: Notice of Allowance	Standard character mark
DSTNI (US)	05/03/2005: Registered on April 19, 2005	Standard character mark
EASYSERVER II (US)	10/03/2005: Sections 8 & 15 Declarations accepted	Standard character mark
EVOLUTION OS (US)	03/07/2005: TM search 03/22/2005: TM app filed	Standard character mark
INTELLIBOX (US)	05/03/2005: Notice of Allowance	Standard character mark
LANTRONIX (Canada)	09/23/2004: Declaration of Use required	
LANTRONIX (Germany)	11/26/2004: Certificate of Renewal	
LANTRONIX (Japan)	05/17/2005: Registered	
LANTRONIX (NZ)	01/20/2005: Registered	
LANTRONIX (Taiwan)	05/03/2005: renewal due 09/27/2005: Certificate of Renewal	
LANTRONIX (US)		Standard character mark
LANTRONIX NET INTELLIGENCE	04/14/2005: Abandoned	
MatriX-Hub (US)	11/24/2004: Notice of Publication 03/23/2005: Correction of Mistake in Registration	Stylized form
NETPEER (US)	07/11/2005: Declaration of Continued Use due	Standard character mark
PRONET (Germany)	02/10/2005: Renewal due	
REMOTE KVM (US)	01/11/2005: Amendment and Response to Office Action	Standard character mark
SECUREBOX (US)	04/14/2005: Notice of Publication 07/11/2005: Notice of Allowance	Standard character mark
SECUREBOX (Singapore)	09/27/2005: Registered	

LANTRONIX, INC.
Trademarks – Updated: 3/23/2006

Mark	Status	Notes
SECUREBOX (Australia)	05/17/2005: Registered	
SECUREBOX (EU)	06/24/2005: Notice of Publication	
SECURELINX (US)	02/20/2004: TM Search 01/24/2005: Amendment and Response to Office Action	Standard character mark
SECURELINX (Mexico)	03/15/2005: Not eligible for registration	
SECURELINX (EU)	06/28/2005: need to provide description	
SECURELINX (Japan)	05/19/2005: file non-use cancellation against cited Japanese app	
SECUREPORT (US)	07/18/2005: Abandoned	
SOFT-SCOPE (US)	05/20/2005: Notice of Acceptance of Section 8 Declaration & Section 9 Renewal	Standard character mark
SUPERTASK! (US)	06/09/1998: Registered 09/15/2003: Declarations of Continued Use	Standard character mark
System Console Switch (US)	06/27/2005: Declarations of Continued Use	Design + words, letters, and numbers
TRONTASK! (US)	01/03/2005: Combined Declaration of Use and Incontestability 03/07/2005: Acceptance of Sections 8 & 15 Declaration of Use	Standard character mark
UBOX (US)	07/26/2005: Notice of Allowance	Standard character mark
UBOX (EU)	06/27/2005: App published	
UPOINT (US)	05/03/2005: App published	Standard character mark
UPOINT (EU)	07/19/2005: App published	
USFILES (US)	02/14/2005: Sections 8 & 15 Declarations of Continued Use	Standard character mark
US SOFTWARE (US)	04/12/2005: Renewal	Standard character mark

LANTRONIX, INC.
Trademarks – Updated: 3/23/2006

Mark	Status	Notes
Viewtask!	10/03/2005: registered on April 2, 1996 (acquired from USSW) – Affidavit of Continued Use (Section 8) required.	
VDE/200 (US)	05/03/2005: Sections 8 & 9 Declarations of Renewal	Standard character mark
WIBOX (US)	07/26/2005: Notice of Allowance	Standard character mark
WIBOX (Australia)	05/17/2005: Registered	
WIBOX (Japan)	05/17/2005: Registered	
WIBOX (EU)	06/20/2005: App published	
WIPOrt (Australia)	09/27/2005: Registered	
WIPOrt (EU)	07/11/2005: App published	
WIPOrt (US)		Standard character mark
WIPOrt (Mexico)	05/17/2005: Registered	
WIPOrt (Singapore)	07/19/2005: App published	
XPOrt (US)	05/19/2005: Notice of Publication	Standard character mark
XPOrt (EU)	06/24/2005: App published	
XPOrt (Mexico)	05/17/2005: Registered	
XPOrt AR (US)	03/08/2005: App filed	Standard character mark
XPOrt AR (Australia)	07/19/2005: App published	