

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Exavio, Inc.	09/01/2006

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6754082
Application Number:	60453673
Application Number:	10393707
Application Number:	11041079
Application Number:	10337664
Application Number:	10630951
Application Number:	11016479
Application Number:	10927801
Application Number:	11175876
Application Number:	60725057
Application Number:	11325970
Application Number:	11353370
Application Number:	60789212
Application Number:	11406603
Application Number:	60813524

PATENT

500148083

REEL: 018224 FRAME: 0275

CH \$640.00 6754082

PCT Number:

US0508444

**CORRESPONDENCE DATA**

Fax Number: (415)393-2286

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

Phone: 4153932131

Email: elizabeth.tu@bingham.com

Correspondent Name: Elizabeth Tu

Address Line 1: Three Embarcadero Center

Address Line 2: BINGHAM MCCUTCHEN LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

0000308378-EXAVIO

NAME OF SUBMITTER:

elizabeth tu

Total Attachments: 7

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 7, 2006 by and between SILICON VALLEY BANK ("Bank") and EXAVIO, 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 between Bank and Grantor dated September \_\_, 2006 (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 (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto) which constitutes Collateral, 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.

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:

Address of Grantor:

3121 Jay Street  
Santa Clara, CA 95054

Attn: \_\_\_\_\_

EXAVIO, INC.

By: 

Title: VP & CFO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054

Attn: Quentin Falconer

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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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:

Address of Grantor:

EXAVIO, INC.

3121 Jay Street  
Santa Clara, CA 95054

By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054

By:  \_\_\_\_\_

Attn: Quentin Falconer

Title: SRM \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Data storage system	6,754,082	6/22/04
Statistical re-multiplexing of compressed video segments	60/453,673	3/10/03
Deploying two-way interactive service over a one-way network	10/393,707	3/20/03
Method and system for transporting data over network	11/041,079	1/21/05
Uniform cache media processing switch systems	10/337,664	1/07/03
Selective power reduction system and method for configuring massive storage arrays	10/630,951	7/29/03
Method and apparatus for preparing data for encrypted transmission	11/016,479	12/16/04
Apparatus for preparing data for encrypted transmission	PCT/US2005/008444	3/15/05
Apparatus and method for priority queuing with segmented buffers	10/927,801	8/26/04
System and method for adaptive operation of storage capacities of RAID systems	11/175,876	7/06/05
I/O decoupling system	60/725,057	10/07/05
I/O decoupling system	11/325,970	1/04/06
Disk drive storage defragmentation system	11/353,370	2/14/06
Virtual LBA for terabyte memory systems	60/789,212	4/04/06
Resource allocation system	11/406,603	4/19/06
SDRAM management system	60/813,524	6/14/06

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Exavault	3027663	12/13/05
Exavio (stylized)	3004182	10/4/05
Exaview	2906524	2/28/05
Examax	2913956	12/21/04
Exavio (non-stylized, text only)	3105462	6/20/06
Exabod	2843647	5/18/04



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

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