

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																	
CONVEYING PARTY DATA																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Execution Date</td> </tr> <tr> <td>XCEIVE CORPORATION</td> <td>06/28/2007</td> </tr> </table>		Name	Execution Date	XCEIVE CORPORATION	06/28/2007													
Name	Execution Date																	
XCEIVE CORPORATION	06/28/2007																	
RECEIVING PARTY DATA																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>SILICON VALLEY BANK</td> </tr> <tr> <td>Street Address:</td> <td>3003 TASMAN DRIVE</td> </tr> <tr> <td>City:</td> <td>SANTA CLARA</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>95054</td> </tr> </table>			Name:	SILICON VALLEY BANK	Street Address:	3003 TASMAN DRIVE	City:	SANTA CLARA	State/Country:	CALIFORNIA	Postal Code:	95054						
Name:	SILICON VALLEY BANK																	
Street Address:	3003 TASMAN DRIVE																	
City:	SANTA CLARA																	
State/Country:	CALIFORNIA																	
Postal Code:	95054																	
PROPERTY NUMBERS Total: 7																		
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6915121</td> </tr> <tr> <td>Patent Number:</td> <td>6985710</td> </tr> <tr> <td>Patent Number:</td> <td>7075585</td> </tr> <tr> <td>Application Number:</td> <td>10846364</td> </tr> <tr> <td>Application Number:</td> <td>10884347</td> </tr> <tr> <td>Application Number:</td> <td>10923595</td> </tr> <tr> <td>Application Number:</td> <td>11077629</td> </tr> </tbody> </table>			Property Type	Number	Patent Number:	6915121	Patent Number:	6985710	Patent Number:	7075585	Application Number:	10846364	Application Number:	10884347	Application Number:	10923595	Application Number:	11077629
Property Type	Number																	
Patent Number:	6915121																	
Patent Number:	6985710																	
Patent Number:	7075585																	
Application Number:	10846364																	
Application Number:	10884347																	
Application Number:	10923595																	
Application Number:	11077629																	
CORRESPONDENCE DATA																		
<p>Fax Number: (404)962-6828</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 4048853696</p> <p>Email: hunter.yancey@troutmansanders.com</p> <p>Correspondent Name: JAMES HUNT YANCEY, JR.</p> <p>Address Line 1: TROUTMAN SANDERS LLP</p> <p>Address Line 2: 600 PEACHTREE STREET, Suite 5200</p> <p>Address Line 4: ATLANTA, GEORGIA 30308</p>																		

OP \$280.00 6915121

500307883

PATENT
REEL: 019511 FRAME: 0067

ATTORNEY DOCKET NUMBER:

220763.795 SEC AGMT

NAME OF SUBMITTER:

JAMES HUNT YANCEY, JR.

Total Attachments: 6

source=SVB Xceive IP Security Agreement#page1.tif

source=SVB Xceive IP Security Agreement#page2.tif

source=SVB Xceive IP Security Agreement#page3.tif

source=SVB Xceive IP Security Agreement#page4.tif

source=SVB Xceive IP Security Agreement#page5.tif

source=SVB Xceive IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 28, 2007 by and between SILICON VALLEY BANK ("Bank") and XCEIVE 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 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, 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 and Trademarks listed on Exhibits 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.

/SIGNATURES APPEAR ON THE FOLLOWING PAGE/

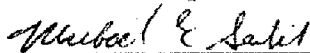
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

XCEIVE CORPORATION

3900 Freedom Circle, Suite 200
Santa Clara, California 95054

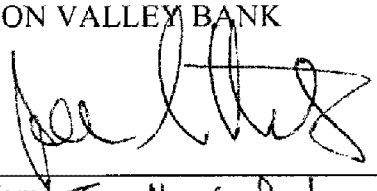
By: 
Name: MICHAEL E. SEIFERT
Title: C.F.O.

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, California 95054

By: 
Name: Joseph S. Restrepo
Title: S.A.

XCEIVE CORPORATION

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None	N/A	N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTEGRATED TUNABLE FILTER FOR BROADBAND TUNER	6915121	07/05/2005
IMAGE REJECTION MIXER FOR BROADBAND SIGNAL RECEPTION	6985710	01/10/2006
BROADBAND RECEIVER HAVING A MULTISTANDARD CHANNEL FILTER	7075585	07/11/2006
Current-controlled quadrature oscillator using differential gm/C cells incorporating amplitude limiters	10846364	05/14/2004
TELEVISION RECEIVER FOR DIGITAL AND ANALOG TELEVISION SIGNALS	10884347	07/01/2004
TELEVISION RECEIVER INCLUDING AN INTEGRATED BAND SELECTION FILTER	10923595	08/20/2004
Image rejection mixer providing precision image rejection	11077629	03/10/2005

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
XCEIVE (registered)	2907162	11/30/2004
QUICKTUNE (registered)	3172649	11/14/2006
CHANNELVISTA (pending- published)	78/956348	08/21/2006
DIGITAL DIRECT (pending)	78/528918	12/08/2004
MULTIVU (abandoned)	78/855713	04/06/2006
FINETUNE (abandoned)	78/501961	10/19/2004