# 09/18/2008 700384824

		U.S. DEPARTMENT OF COMMERCE
DRM PTO-1998	RECORDATION F	ORM COVER SHEET United States Patent and Trademark
(ev. <i>(13/</i> 05) Mice OMB No. 0651-0027 (exp. 06/30/2	กกรา	
	$\mathbf{v}_{\mathbf{v}}$	S ONLY
To the Director of the U.S.	Patent and Trademark Office: Pleasi	record the attached documents or the new address(es) below.  [2. Name and address of receiving party(les):
. Name of conveying party(les)	ŧ.	4
1000 VALLET BANK 003 TASMAN DRIVE		Name: LEFTHAND NETWORKS INC.
	F1 53 M	Internal Address:
adillocal compets) of conveying DBI	ty(les) attached? Yes XI No	Internal Address:
・ いっかいた みず ころういひひりかひのだとぶをしい	IOIL Mareruis	Street Address: 2580 55TH STREET
Execution Date: 9/17/200	7 ð	
Securior Date: 17		City: BOULDER
T Acelegament □ N	Merger	
Assignment \( \) \	change of Name	State: CO
Joint Research Agreement		Country: USA Zip: 80301
☐ Government Interest Assignm	ent	Country: USA Zip: 80301
Executive Order 9424, Confir	natory License	Additional name(s) & address(es) attached? 🔲 Yes 🔀 No
Other: Release		
4. Application or patent number	r(s):	This document is being filed together with a new application.
4. Approaudit at passes		1
A, Patent Application No.(9)		9. Patent No.(s) 6839706
09682634		00037.00
	Additional numbers	attached?  Yes 🛭 No
5. Name and address of party		6. Total number of applications and patents involved: 2
concerning document should	be maited:	O.O. EST
Name: UCC Direct Services		7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 80.00
140410.		
internal Address: Attn: 1408063	32	Authorized to be charged by credit card  Authorized to be charged to deposit account
	m- w- 404	Enclosed
Street Address: 187 Wolf Road	, Suite 191	None required (government interest not affecting fitte)
City: Albany		
· -		
State: NY	<u>Zip: 12205</u>	8. Payment Information
	e v Angs	e, Credit Card Last 4 Numbers 5 (e 8 3
Phone Number: 1-800-342-367	♥ V 4005	Expiration Date 1 1/04
Fax Number: 1-800-962-7049		
/	•	b. Deposit Account Number
Email Address: ols-udaelbanyt	@wolterskluwer.com	Authorized User Name
1	1 K - 1	9/18/08
9. Signature:	ulpr	
	Signature	Date
	Susan O'Brien	Total number of pegas including cover
	Name of Person Signing	sheet, attachments, and documents:
		The state of the second section 273.6340, are mailed to:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or malicid to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

# RELEASE OF SECURITY AGREEMENT COVERING INTERESTS IN PATENTS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of Lefthand Networks, Inc. ("Assignor") in the patented works set forth in that certain Intellectual Property Security Agreement dated September 2, 2004 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 11, 2002 Reel 012467, Frame(s) 0227

Date: September 17, 2008

SILICON VALLEY BANK

By: Margaret Fuili

Title: Operations Manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and LEFTHAND NETWORKS, 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 piedges 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.

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 evailable 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:

LEFTHAND NETWORKS, INC.

1 101 1

Title: 165,000 (66

BANK:

Title:

SILICON VALLEY BANK

By: hand Amoro

Address of Bank:

Address of Grantor:

1688 Conestoga Street Boulder, CO 80301

4410 Arapahoe Ave., Ste. 200 Boulder, CO 80303

Attn: A Frank Amorosa

Attn: WILLIAM CHAMSINS

## <u>EXHIBIT A</u>

Copyrights

Description

Registration/ Application <u>Number</u> Registration/ Application <u>Date</u>

#### EXHIBIT "B" PATENTS

DESCRIPTION	Registration/Application Number	Registration/Application <u>Date</u>
Network Date Storage System	09/681,458	04/10/2001
Block Data Storage w/in a Computer Netwo	rk 09/682,209	08/06/2001
Network Attached Storage System w/Data Storage Devise Hot Swap Capacity	09/682,634	10/1/2001
Distributed Network Storage System	10/063,992	05/31/2002

# EXHIBIT B

## LEFTHAND NETWORKS, INC.

#### PATENTS / PATENT APPLICATIONS

Country	Date Filed	Application No.	Issue Date	Pat. No.	Status
letwork Attached Data	a Storage Dev	ice			
US	04/10/2001	09/681,458	05/21/2002	6,392,892 B1	ISSUED
Network Attached Sto	 rage System V	Vith Data Storage Devi	ce Hot Swap	Capability	
us	10/01/2001	09/682,634			PENDING & PUBLISHED
Block Data Storage W	ithin a Compu	iter Network			
US	08/06/2001	09/682,209			PENDING & PUBLISHED
Australia	07/24/2002	2002322624			PENDING
Brazii	07/24/2002	PI 0211721-5			PENDING
Çenada	07/24/2002	2,455,641			PENDING
China	07/24/2002	02819445.4			PENDING
Europe	07/24/2002	02756628.0			PENDING & PUBLISHED
India	07/24/2002	00457/DELNP/2004			PENDING
Japan	07/24/2002	2003-520126			PENDING
S. Korea	07/24/2002	10-2004-7001917			PEND/NG
Distributed Network	Storage Syste	m With Virtualization			
US	05/31/2002	10/063,992	05/04/2004	6,732,171 B2	SSUED
US-Continuation	03/29/2004	10/708,867			PENDING
WIPO	05/30/2003	PCT/US2003/017098			PUBLISHED
Data Synchronizatio	n Over a Com	puter Network		,	<del></del> -
Ų\$		•			BEING PREPARED
Non-Volstile Memor	Backup for a	Computer Storage De	vice		
US	,	· · · <b>-</b> · · · · · · · · · · · · · · · · · · ·			BEING PREPARED

### EXHIBIT "C"

### TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	<u>STATUS</u>
LeftHand Networks	USA	76/255,125	2,743,58 <b>7</b>	ACTIVE
AEBS	USA	76/255,425	2,800,832	ACTIVE
NSFS	USA	76/336,314		PENDING
ANBS	USA	76/255,099		PENDING
LeftHand Networks & Design	USA	76/364,499	2,751,176	ACTIVE
SAN/iQ	USA	78/327,242		APPLICATION

# EKHIBIT C

# LEFTHAND NETWORKS, INC.

#### TRADEMARKS / TRADEMARK APPLICATIONS

Country	Date Filed	Application No.	Reg. Date	Reg. No.	Status
EFTHAND NETWOR	KS (IC 09)				
United States	05/10/2001	76/255.125	07/29/2003	2,743,587	REGISTERED
Australia					PROPOSED
Brazil					PROPOSED
Canada					PROPOSED
China	11/08/2001	3013829	02/21/2003	3013829	REGISTERED
Europe	11/11/2001	002455947	04/04/2003	002455947	REGISTERED
India					PROPOSED
Japan	11/09/2001	2001-100823	0B/02/2002	4592611	REGISTERED
S, Korea	11/09/2001	4020010049489	09/09/2003	0589172	REGISTERED
EFTHAND NETWO	RKS & DESIGN	(IC 09)			
United States	01/29/2002	76/364,499	08/12/2003	2,751,176	REGISTERED
Australia					PROPOSED
Brazii					PROPOSED
Canada					PROPOSED
China	07/12/2002	3240643	08/28/2003	3240643	REGISTERED
Europe	07/19/2002	002783199	10/30/2003	002783199	REGISTERE
India					PROPOSED
Japan	07/30/2002	2002-69595	07/18/2003	4692781	REGISTERE
S. Korea	07/10/2002	4020020031626	11/18/2003	0565820	REGISTERE
SAN/IQ (IC 09)					
United States	11/13/2003	78/327,242			PENDING
Austraila	05/13/2004	1001859			PENDING
Brazil	05/13/2004	826499724			PENDING
Canada	05/13/2004	1,216,717			PENDING
Chine	05/13/2004	unknown at this time			PENDING
Еџгора	05/13/2004	003834521			PENDING
India	05/13/2004	1283826			PENDING
Japan	05/13/2004	2004-44219			PENDING
S. Korea	05/13/2004	40-2004-21307			PENDING
REMOTE IP COPY	(IC 09)				
United States	03/31/2004	78/393,908			PENDING

-1-

### TRADEMARKS / TRADEMARK APPLICATIONS

Country	Date Filed	Application No.	Reg. Date	Reg. No.	Status
AEBS (IC 09)					
United States	05/10/2001	76/255,425	12/30/2003	2,800.832	REGISTERED

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**RECORDED: 09/18/2008** 

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