

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
DATADIRECT NETWORKS, INC.	11/23/2011

RECEIVING PARTY DATA

Name:	EAST WEST BANK
Street Address:	18321 Ventura Blvd.
City:	Tarzana
State/Country:	CALIFORNIA
Postal Code:	91356

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6453345
Patent Number:	7127668
Patent Number:	7917810
Patent Number:	8020074
Patent Number:	8006128
Patent Number:	8010835
Patent Number:	7877626
Application Number:	11907843
Application Number:	12333769
Application Number:	12873137
Application Number:	12967577
Application Number:	12981013
Application Number:	13205018
Application Number:	13196715

CORRESPONDENCE DATA

501742909

PATENT
REEL: 027316 FRAME: 0486

CH \$560.00 6453345

Fax Number: (213)443-2926

Phone: 213-617-5493

Email: jcravitz@sheppardmullin.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

0XNK-163383

NAME OF SUBMITTER:

Julie Cravitz

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 23rd day of November, 2011, between DATADIRECT NETWORKS, INC., a California corporation ("Grantor") and EAST WEST BANK "Bank").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Grantor, as borrower, and Bank, the Bank is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the Bank is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Bank that certain Security Agreement (Personal Property) dated as of even date herewith (including all annexes, exhibits or schedules thereto or referred to therein, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Bank, this Patent Security Agreement for filing in the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

"Chattel Paper" means chattel paper (as that term is defined in the Code) and includes tangible chattel paper and electronic chattel paper.

"Code" means the California Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Bank's lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

"Commercial Tort Claims" means commercial tort claims (as that term is defined in the Code).

"Deposit Account" means a deposit account (as that term is defined in the Code).

"General Intangibles" means general intangibles (as that term is defined in the Code) and includes payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark, Patent, or Copyright), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any

royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, interests in a partnership or limited liability company which do not constitute a security under Article 8 of the Code, and any other personal property other than Commercial Tort Claims, money, Accounts, Chattel Paper, Deposit Accounts, goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

"Intellectual Property Licenses" means rights under or interests in any patent, trademark, copyright or other intellectual property, including software license agreements with any other party, whether the applicable Grantor is a licensee or licensor under any such license agreement (but excluding any off-the-shelf software license agreement), and the right to use the foregoing in connection with the enforcement of the Bank's rights under the Loan Documents, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

"Investment Related Property" means any and all investment property (as that term is defined in the Code).

"Negotiable Collateral" means letters of credit, letter-of-credit rights, instruments, promissory notes, drafts and documents (as that term is defined in the Code).

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Schedule I hereof, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, and (v) all of Grantor's rights corresponding thereto throughout the world.

"Records" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I of the Trademark Security Agreement, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of each Grantor's rights corresponding thereto throughout the world.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Bank, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Bank, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Bank with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Bank unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Bank's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. AUTHORIZATION TO GRANT LICENSES. Grantor shall have the right to grant licenses in the Patent Collateral to Subsidiaries that are controlled by Grantor, which licenses shall become irrevocable if and to the extent that Bank exercises any remedies in respect of such Patent Collateral.

7. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other of the Loan Documents in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

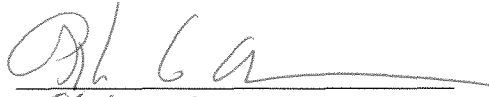
8. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other of the Loan Documents clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any of the other Loan Documents refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit

references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other of the Loan Documents to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other of the Loan Documents to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any obligations that, at such time, are allowed by the Bank to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other of the Loan Documents shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DATADIRECT NETWORKS, INC.,
a California corporation

By: 
Name: Chris O'Meara
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: _____
Name: _____
Title: _____

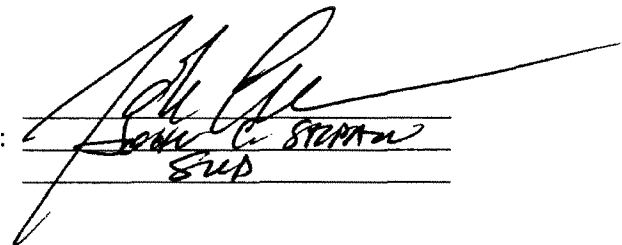
IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DATADIRECT NETWORKS, INC.,
a California corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

EAST WEST BANK

By: 
Name: John C. Stepan
Title: SVP

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Title	Application No.	Application Date	Patent No.	Granted
Network Security and Surveillance System	08-852759	5/7/1997	6453345	9/17/2002
Data Management Architecture	09-882471	6/14/2001	7127668	10/24/2006
Method for Detecting Problematic Disk Drives and Disk Channels in a RAID Memory System Based on Command Processing Latency	11-907722	10/17/2007	7917810	3/29/2011
Method for Reducing Latency in a Raid Memory System While Maintaining Data Integrity	11-907843	10/18/2007		
Method for Auto-Correction of Errors in a Raid Memory System	11-844644	8/24/2007	8020074	9/13/2011
Prioritized Rebuilding of a Storage Device	12-184163	7/31/2008	8006128	8/23/2011
Storage Device Realignment	12-268983	11/11/2008	8010835	8/30/2011
Method and System for Disk Storage Devices Rebuild in a Data Storage System	11-967740	12/31/2007	7877626	1/25/2011
A System and Method for Data Migration Between Computer Cluster Architecture and Data Storage Devices	12-333769	12/12/2008		
Object File System	12-873137	8/31/2010		
System and Method for Data Migration Between High-Performance Computing Architecture and Data Storage Devices with Increased Data Reliability and Integrity	12-967577	12/14/2010		
Adaptive RAID Stripe Selection for Maintaining Data Reliability and Integrity	12-981013	12/29/2010		
Method for Auto-Correction of Errors in a Raid Memory System	13-205018	8/8/2011		
Storage Device Realignment	13-196715	8/2/2011		