## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT8028926

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARK ADAMS	10/05/2005
THOMAS EARL LUDWIG	10/05/2005
CHARLES WILLIAM FRANK	10/05/2005
NICHOLAS J. WITCHEY	10/05/2005

### **RECEIVING PARTY DATA**

Name:	ZETERA CORPORATION
Street Address:	16842 VON KARMAN AVENUE
Internal Address:	SUITE 100
City:	IRVINE
State/Country:	CALIFORNIA
Postal Code:	92606

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	18104264

### **CORRESPONDENCE DATA**

Fax Number: (202)672-5399

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

Phone: (202) 672-5300

IPdocketing@Foley.com, Mlopescarvalho@Foley.com Email:

**Correspondent Name: FOLEY & LARDNER LLP** 3000 K STREET N.W. Address Line 1:

SUITE 600 Address Line 2:

Address Line 4: WASHINGTON, D.C. 20007

DATE SIGNED:	06/27/2023
SIGNATURE:	/Maria Lopes-Carvalho/
NAME OF SUBMITTER:	/MARIA LOPES-CARVALHO/
ATTORNEY DOCKET NUMBER:	104985-0768

Total Attachments: 121

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# Assignment abstract of title for Application 11246721

Invention title/Inventor

**Patent** 9270532

Feb 23, 2016

**Publication** 20070083662 Apr 12, 2007

**Application** 11246721 Oct 6, 2005 International registration

**RESOURCE COMMAND** 

**MESSAGES AND** 

**METHODS** 

Mark Adams,

**Thomas Earl** 

Ludwig, Charles

William Frank,

Nicholas J.

Witchey

# **Assignments (9 total)**

## **Assignment 9**

Reel/frame **Execution date** Date recorded **Properties Pages** 020823/0949 Apr 18, 2008 22 12 Apr 18, 2008

Conveyance

RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

THE FRANK REVOCABLE LIVING TRUST OF CHARLES W.

FRANK AND KAREN L. FRANK

Correspondent

ROBERT D. FISH, FISH & ASSOCIATES, PC

**PCT** 

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614-6232

Assignee

ZETERA CORPORATION

16842 VON KARMAN AVENUE, SUITE 100

**IRVINE, CALIFORNIA 92606** 

### **Assignment 8**

**Execution date** Reel/frame Date recorded **Properties Pages** 16 020824/0074 Apr 18, 2008 Apr 18, 2008 23

Conveyance

RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

**Assignors** 

Correspondent

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

ROBERT D. FISH, FISH & ASSOCIATES, PC

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614-6232

Assignee

ZETERA CORPORATION

16842 VON KARMAN AVENUE, SUITE 100

**IRVINE, CALIFORNIA 92606** 

Assignment 7

Reel/frame Execution date Date recorded Properties Pages 020824/0215 Apr 18, 2008 Apr 18, 2008 22 15

Conveyance

RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignors Correspondent

CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998 ROBERT D. FISH, FISH & ASSOCIATES, PC

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614-6232

Assignee

ZETERA CORPORATION

16842 VON KARMAN AVENUE, SUITE 100

**IRVINE, CALIFORNIA 92606** 

Assignment 6

Reel/frame Execution date Date recorded Properties Pages 020824/0376 Apr 18, 2008 Apr 18, 2008 22 13

Conveyance

RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignors Correspondent

CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998 ROBERT D. FISH, FISH & ASSOCIATES, PC

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614-6232

Assignee

**ZETERA CORPORATION** 

16842 VON KARMAN AVENUE, SUITE 100

**IRVINE, CALIFORNIA 92606** 

Assignment 5

Reel/frame Execution date Date recorded Properties Pages 020866/0888 Apr 15, 2008 Apr 29, 2008 22 14

Conveyance

ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors Correspondent

ZETERA CORPORATION SCHWABE WILLIAMSON AND WYATT

PACWEST CENTER, SUITES 1600-1900

1211 SW FIFTH AVENUE PORTLAND, OR 97204

Assignee

RATEZE REMOTE MGMT. L.L.C.

2711 CENTERVILLE ROAD

**SUITE 400** 

**WILMINGTON, DELAWARE 19808** 

Assignment 4

Reel/frame Execution date Date recorded Properties Pages 019927/0793 Oct 1, 2007 Oct 5, 2007 23 16

Conveyance

**SECURITY AGREEMENT** 

Assignors Correspondent
ZETERA CORPORATION ROBERT D. FISH

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614

Assignee

WARBURG PINCUS PRIVATE EQUITY VIII, L.P.

**466 LEXINGTON AVENUE** 

**NEW YORK, NEW YORK 10017-3147** 

Assignment 3

Reel/frame Execution date Date recorded Properties Pages 019583/0681 Jul 11, 2007 Jul 20, 2007 22 14

Conveyance

**SECURITY AGREEMENT** 

Assignors Correspondent ZETERA CORPORATION ROBERT D. FISH

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614

**Assignee** 

THE FRANK REVOCABLE LIVING TRUST OF CHARLES W. FRANK AND KAREN L. FRANK

**62 WHEELER** 

**IRVINE, CALIFORNIA 92620** 

Assignment 2

Reel/frame Execution date Date recorded Properties Pages 019453/0845 Jun 15, 2007 Jun 20, 2007 22 13

Conveyance

**SECURITY AGREEMENT** 

Assignors Correspondent
ZETERA CORPORATION ROBERT D. FISH

2603 MAIN STREET, SUITE 1050

IRVINE, CA 92614

Assignee
CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998
721 MARGUERITE
CORONA DEL MAR, CALIFORNIA 92625

## **Assignment 1**

Reel/frame Execution date Date recorded Properties Pages 017112/0899 Oct 5, 2005 Oct 6, 2005 1 4

Conveyance

ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors
ADAMS, MARK
LUDWIG, THOMAS EARL
FRANK, CHARLES WILLIAM
WITCHEY, NICHOLAS J.

Assignee ZETERA CORPORATION 16842 VON KARMAN AVENUE SUITE 100 IRVINE, CALIFORNIA 92606 Correspondent ROBERT D. FISH RUTAN & TUCKER, LLP 611 ANTON BLVD., SUITE 1400 COSTA MESA, CA 92626

*	
Form <b>PTO-1595</b> (Rev. 08/05) OMB No. 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
1 101013	
To the Director of the U.S. Patent and Tragemain Onio	27148 cuments or the new address(es) below.
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
Mark Adams	Name: Zetera Corporation
Thomas Earl Ludwig	Internal Address:
Additional name(s) of conveying party(ies) attached? X Yes No.  3. Nature of conveyance/Execution Date(s):  Execution Date(s) 10/5/2005  X Assignment Merger  Security Agreement Change of Name  Joint Research Agreement  Government Interest Assignment  Executive Order 9424, Confirmatory License  Other  4. Application or patent number(s): X This  A. Patent Application No.(s)	Street Address: 16842 Von Karman Avenue,  Suite 100  City: Irvine  State: CA  Country: US Zip: 92606  Additional name(s) & address(es) attached? Yes X No document is being filed together with a new application.  B. Patent No.(s)
Additional numbers att  5. Name and address to whom correspondence	ached? Yes XNo  6. Total number of applications and patents
concerning document should be mailed:	involved:l
Name: Robert D. Fish, Rutan & Tucker, LLP	7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00
Internal Address:	Authorized to be charged by credit card
	X Authorized to be charged to deposit account
Street Address: 611 Anton Blvd., Suite 1400	Enclosed
	None required (government interest not affecting title)
City: Costa Mesa	8. Payment Information
State: CA Zip: 92626	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: 714 641-5100	
Fax Number:(714) 546-9035	b. Deposit Account Number 502191
Email Address: rfish@rutan.com	Authorized User Name
9. Signature:	10/6/05
Signature	Date
Robert D. Fish	Total number of pages including cover

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

10/24/2005 ECOOPER 00000046 502191 11246721

Name of Person Signing

01 FC:8021

40.00 DA

PATENT REEL: 064144 FRAME: 0479

sheet, attachments, and documents:

		DATION FORM COVER SHEET (Form PTO-1595)	
1.	Name of conveying party(ies):	T	
	Charles William Frank	Nicholas J. Witchey	2010 2010 2010
		138	1 15561 LEGGEL (
	Additional name(s) of conveying party(ies) attached?	Yes 🖾 No	
2.	Name and address of receiving party(ies)  Name:		
	Internal Address:		١
	Street Address:		
	City: State:		
	Name and address of receiving party(ies)  Name:		
	Internal Address:		l
	Street Address:		
	City: State:	ZIP:	
	Additional name(s) & address(es) attached?	Yes X No	
4.	. Application number(s) or patent number(s):		
	If this document is being filed together with a new appl	olication, the execution date of the application is:10/06/05	l
	A. Patent Application No.(s)	B. Patent No.(s)	l
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			ı
			Ì
		-	ı
		1	
	Additional numbers attached?	Yes 🔀 No	ı

#### **ASSIGNMENT**

WHEREAS, the undersigned, Mark Adams, Thomas Earl Ludwig, Charles William Frank, and Nicholas J. Witchey, all individuals employed by ZETERA CORPORATION, 16842 Von Karman Avenue, Suite 100 - Irvine, CA 92606 (individually and collectively referred to hereinafter as "ASSIGNORS") has invented a certain invention entitled "RESOURCE COMMAND MESSAGES AND METHODS" for which a utility application for Letters of Patent of the United States of America is being filed herewith; which together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ZETERA CORPORATION, a company having its principal place of business at 16842 Von Karman Avenue, Suite 100 - Irvine, CA 92606 (referred to hereinafter as "ASSIGNEE"), is desirous of acquiring all entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS hereby sell, assign, transfer and set over unto the ASSIGNEE, its successors and assigns the entire title, right and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said application or any continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted, including all priority rights under any International Convention.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said INVENTION, including the patent application listed above, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNORS, and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Expected Performance. Each party herein agrees to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of This Agreement.

Entire Agreement. This Agreement embodies the entire understanding of The Parties and supersedes and replaces any and all pre-existing agreements or understandings between Licensee

and Licensor. No amendment or modification of this Agreement shall be valid or binding upon Licensee or Licensor unless made in writing and signed on behalf of each of The Parties by their respective duly authorized representative.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

WITNESS my hand at _	City,	CA State	_, this <u></u> 5_	day of <u>OC</u> Mon	<u>T</u> 2005,
Jul J D Mark Adams					
WITNESS my hand at _	Tener,	CA State	_, this <u></u>	_day of _ <del>ccr</del> Mon	2005.
Thomas Earl Ludwig	171				
WITNESS my hand at	Levide , City	State	_, this <u></u>	_day <u>of <i>OCF</i></u> Mon	· 2005
Charles William Frank	k				
WITNESS my hand at _	TEVINEC,	State	_, this <u></u>	day of <u>C</u> Mon	2005 th
Nicholas J. Witchey	the A				

2

PATENT REEL: 064144 FRAME: 0482

**RECORDED: 10/06/2005** 

# 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
Zetera Corporation	06/15/2007

## RECEIVING PARTY DATA

Name:	Cortright Family Trust, dated May 13, 1998
Street Address:	721 Marguerite
City:	Corona del Mar
State/Country:	CALIFORNIA
Postal Code:	92625

## PROPERTY NUMBERS Total: 27

Number
10473713
10791338
11243116
11242985
11344874
10473509
11243143
11243137
11479711
10472800
11243686
11243573
11399110
10763099
11304304

PATENT REEL: 064144 FRAME: 0483;

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Application Number:	11305679
Application Number:	11139206
Application Number:	11173765
Application Number:	11205895
Application Number:	11472198
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

#### **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

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

Phone: 949-253-0944

Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish

Address Line 1: 2603 Main Street, Suite 1050 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 02	22153.0003
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NAME OF SUBMITTER: Robert D. Fish

#### Total Attachments: 11

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source=Security Agreement signed#page3.tif

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PATENT REEL: 064144 FRAME: 0484;

#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective as of this 15<sup>th</sup> day of June, 2007, by and between Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998 ("Secured Party"), and Zetera Corporation, a Delaware corporation ("Debtor").

- 1. <u>Obligations Secured</u>. The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party ("<u>Secured Debt</u>") under the Secured Convertible Promissory Note ("<u>Note</u>") in favor of Secured Party dated the date hereof.
- 2. <u>Grant of Security Interest</u>. Debtor hereby grants to Secured Party a first-in-priority security interest in the Collateral described or referred to in <u>Section 3</u> to secure the Secured Debt.
- 3. <u>Collateral</u>. Debtor's "<u>Collateral</u>" subject to the security interest shall consist of all assets of Debtor, whether now owned or hereafter acquired, including, without limitation, the Collateral described below (the "<u>Intellectual Property Collateral</u>").

As used herein "Computer Hardware and Software Collateral" means:

- (a) all of Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
- (b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by Debtor;
- (c) all firmware associated with the property described in clauses (a) and (b) of this definition;
- (d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and
- (e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force

677/022153-0001 818072.04 a06/10/07 throughout the world, including, without limitation, all of Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

## "Patent Collateral" means:

- (f) all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit A);
  - (g) all patent licenses of Debtor (whether as licensee or licensor);
- (h) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and
- (i) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

## "Trademark Collateral" means:

(a) all of Debtor's: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing,

PATENT REEL: 064144 FRAME: 0486: including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (current trademarks are listed on Exhibit B);

- (b) all Trademark licenses (whether as licensee or licensor);
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

## 4. <u>Covenants of Debtor</u>. Debtor hereby covenants that:

- (a) Debtor shall, at its own cost and expense, (i) take any and all actions necessary to perfect, preserve, protect and defend the security interest of Secured Party in the Collateral created hereunder and the priority thereof against any and all adverse claims, and (ii) keep the Collateral free and clear of any and all liens, security interests (except for any security created as part of this Security Agreement, including under Section 6 hereof) and/or adverse claims (including, without limitation all taxes, assessments and other levies);
- (b) Debtor shall promptly reimburse Secured Party for any and all sums, including costs, expenses and attorneys' fees, which Secured Party may pay or incur in defending, protecting or enforcing the security interest of this Security Agreement or the priority thereof, or in enforcing or collecting the Secured Debt, or in discharging any prior or subsequent lien or adverse claim against the Collateral or any part thereof, or by reason of becoming or being made a party to or intervening in any action or proceeding affecting the Collateral or the rights of the Secured Party therein, all of which actions the Secured Party shall have the right to take;
- (c) Debtor shall not, without the prior written consent of Secured Party, sell, assign, lease, or otherwise dispose of the Collateral, or any part thereof or any interest therein, unless as part of such sale, assignment, lease or other disposition the Note is fully paid;
- (d) Debtor shall use its reasonable best efforts to preserve and protect the value of the Collateral;
- (e) Debtor shall from time to time make, execute, acknowledge and deliver all such further documents, instruments and assurances as may be requested by Secured

PATENT REEL: 064144 FRAME: 0487) Party to perfect or preserve the security interest created by and to carry out the intent of this Security Agreement, and hereby authorizes Secured Party to file financing statements, continuations and amendments thereto, and any other instruments (including this Security Agreement) relating to all or any part of the Collateral where desirable in Secured Party's judgment to perfect the security interest granted herein without the signature of Debtor (where permitted by law);

- (f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral, (ii) not forego any right to protect and enforce rights to Trademarks, Patents, Copyrights or other Intellectual Property Collateral, and (iii) not allow any Trademarks, Patents, Copyrights, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;
- (g) Debtor shall promptly notify Secured Party of all after-acquired intellectual property, whether owned, developed or acquired by Debtor and shall notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtor; and
- (h) Debtor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds, which Collateral and records will be made available for inspection at Debtor's premises by Secured Party.

## 5. Events of Default and Remedies.

- (a) Upon (i) the failure of Debtor to pay any installment of the Secured Debt when due, (ii) any other default on the Note, or (iii) the failure of Debtor, after ten days written notice of such failure from Secured Party, to observe its covenants under Section 4, Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Secured Party may exercise all rights granted to secured parties under Article 9 of the California Commercial Code and any applicable federal law, and shall also have, at its option, the right, subject to the requirements of Article 9 of the California Commercial Code and any applicable federal law:
- (i) To declare all amounts due under the Note immediately due and payable;
- (ii) To take immediate possession of the Collateral, and for that purpose may enter upon each and all of the premises of Debtor wherever located and may pursue the same wherever the Collateral may be, and search for, take possession of, remove, keep and store the same until sold, or put a custodian or custodians in charge of same, and post in or upon the premises such notices as Secured Party may determine;
- (iii) To dispose of the Collateral or any part thereof at public or private sale, which public or private sale may be conducted at the location designated by Secured

Party, for cash or on credit and on such terms as Secured Party may in its sole discretion, elect after giving at least five days' notice of the time and place of sale in the manner provided by law;

- (iv) To require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies hereunder; and
- (v) Pursue any other remedy for the enforcement of the security interest.
- (b) Out of the proceeds of any disposition of the Collateral, Secured Party shall:
- (i) First, pay all costs, expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling the Collateral, including without limitation, reasonable attorneys' fees and costs;
  - (ii) Second, retain out of the proceeds of sale the Secured Debt; and
  - (iii) Third, pay the remaining funds, if any, to Debtor.
- 6. <u>Intercreditor Agreement</u>. Secured Party acknowledges that Debtor may require additional debt financing prior to its issuance and sale of Next Round Securities (as defined in the Note), and that lenders providing such additional debt financing may also require collateral security for their loans. If Debtor secures additional debt financing after the debt hereof and prior to the closing of the issuance and sale of Next Round Securities, Secured Party shall share rights to the Collateral pro rata on a dollars loaned basis, up to a total of \$2,500,000 (including the principal amount of the Note), with any lenders providing such additional debt financing, and shall execute an intercreditor agreement with such additional lenders setting forth the basis and terms of the sharing of rights to the Collateral.
- 7. <u>Assigns</u>. This Agreement shall be binding upon Debtor and its successors and permitted assigns, but shall not be assignable by Debtor, and shall inure to the benefit of Secured Party.
- 8. <u>Amendments</u>. This Security Agreement may be amended only by a written instrument signed by both parties hereto.
- 9. <u>Counterparts</u>. This Security Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

677/022153-0001 818072.04 a06/10/07

- 10. <u>Severability</u>. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.
- 11. <u>Notice</u>. All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or two days after deposit in the United States mail by registered or certified mail, postage pre-paid, return receipt requested, addressed to the parties at the addresses herein set forth, or at such other address as any party shall have furnished to the other parties in writing:

If to Debtor: Zetera Corporation

16842 Von Karman, Suite 100 Irvine, California 92606

If to Secured Party: Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of

the Cortright Family Trust, dated May 13, 1998

721 Marguerite

Corona del Mar, California 92625

- 12. <u>Choice of Law</u>. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to laws respecting conflicts of law).
- 13. Attorneys' Fees. Should either party hereto institute any action or proceeding to enforce this Security Agreement or any provisions hereof or for a declaration of rights under this Security Agreement, or for arbitration of any dispute arising under this Security Agreement, the prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the other party all costs and expenses, incurred by the prevailing party in connection with such action, proceeding or arbitration.
- Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Security Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.
- 15. <u>Termination</u>. This Security Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon the earlier to occur of (i) Debtor's payment in full of the Note, (ii) conversion of the entire unpaid principal balance of the Note into equity securities of Debtor in accordance with the terms of the Note, or (iii) closing of the issuance and sale of Next Round Securities.

677/022153-0001 818072.04 a06/10/07 -6Debtor and Secured Party have caused this Security Agreement to be duly signed and delivered as of the day and year first mentioned above.

**DEBTOR:** 

ZETERA CORPORATION

By:

Steve Waszak, Chief Financial Officer

**SECURED PARTY** 

Charles R. Cortright, Trustee of the Cortright

Family Trust, dated May 13, 1998

Angela Claire Cortright, Trustee of the Cortright

Family Trust, dated May 13, 1998

STATE OF CALIFORNIA )

): ss.

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 15 day of June, 2007, by Steve Waszak, Chief Financial Officer of ZETERA CORPORATION, a Delaware corporation, on behalf of the corporation.

NOTARY PUBLIC

(seal)



STATE OF CALIFORNIA ) : ss. COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 15 day of June, 2007, by Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998, on behalf of the trust.

NOTARY PUBLIC

(seal)



677/022153-0001 818072.04 a06/10/07

## **EXHIBIT A**

# **PATENTS**

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153.0005CN	02829873.X	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005DE	60218758.3-08	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP	02808140.4	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP2	06016115.5	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005FR	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IE	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IN	1602/DELNP/05	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005JP2	2006-224934	Communication Protocols, Systems and Methods	8/22/2006	Patent - Foreign	Pending
022153.0005US1	10/473713	Communication Protocols, Systems and Methods	12/16/2002	Patent - US	Pending
022153.0005US2	10/791338	Communication Protocols, Systems and Methods	11/12/2002	Patent - US	Pending
022153.0005US3	11/243116	Adapated Disk Drives Executing Instructions For I/O Command Processing	11/12/2002	Patent - US	Pending
022153.0005US4	11/242985	Methods Of Conveying Information Using Fixed Sized Packets	11/12/2002	Patent - US	Pending
022153.0005US5	11/344874	Low Level Storage Protocols Systems And Methods	9/23/2003	Patent - US	Pending
022153.0006CN	02829871.3	Data Storage Devices Having IP Capable Partitions	12/13/2002	Patent - Foreign	Pending
022153.0006EP	02797354.4	Data Storage Devices Having IP Capable Partitions	4/8/2005	Patent - Foreign	Pending
022153.0006IN	1600/DELNP/05	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - Foreign	Pending
022153.0006JP2	2006-176153	Data Storage Devices Having IP Capable Partitions	5/11/2005	Patent - Foreign	Pending
022153.0006US1	10/473509	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - US	Pending
022153.0006US2	11/243143	Disk Drive Partitioning Methods	11/12/2002	Patent - US	Pending
022153.0006US3	11/243137	Legacy Storage Device Adapter	11/12/2002	Patent - US	Pending
022153.0006US4	11/479711	Providing Redundancy For A Device Within A Network	12/16/2002	Patent - US	Pending
022153.0007CN	02829872.1	Electrical Devices with Improved Communication	12/16/2002	Patent - Foreign	Pending
022153.0007EP	02797353.6	Electrical Devices with Improved Communication	4/6/2005	Patent - Foreign	Pending

677/022153-0001 818072.04 a06/10/07

PATENT REEL: 064144 FRAME: 0493;

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153.0007IN	1601/DELNP/05	Electrical Devices with Improved Communication	12/16/2002	Patent - Foreign	Pending
022153.0007JP2	2006-239815	Electrical Devices with Improved Communication	9/5/2006	Patent - Foreign	Pending
022153.0007US1	10/472800	Electrical Devices with Improved Communication	12/16/2002	Patent - US	Issued
022153.0007US2	11/243686	Protocol Adapter For Electromagnetic Device Elements	11/12/2002	Patent - US	Pending
022153.0007US3	11/243573	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Issued
022153.0007US4	11/399110	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Pending
022153.0012US1	10/763099	Multicast Communication Protocol For A Redundant Array Of Storage Areas	1/21/2003	Patent - US	Pending
022153.0022US1	11/304304	Stateless Accelerator Modules And Methods	11/12/2002	Patent - US	Pending
022153.0023US1	11/305679	Methods for Accessing Storage Areas Information	12/29/2004	Patent - US	Pending
022153.0028TW	94127547	Virtual Devices and Virtual Bus Tunnels, Modules and Methods	8/12/2005	Patent - Foreign	Pending
022153.0028US	11/139206	Virtual Devices and Virtual Bus Tunnels, Modules and Methods	5/26/2005	Patent - US	Pending
022153.0029PCT	PCT/US05/28335	Topology Independent Storage Array	3/14/2005	Patent - PCT	Pending
022153.0029TW	94131312	Topology Independent Storage Array	7/1/2005	Patent - Foreign	Pending
022153.0029US	11/173765	Topology Independent Storage Array	3/14/2005	Patent - US	Pending
022153.0031PCT	PCT/US05/36022	Disaggregated Resources and Access Methods	8/16/2005	Patent - PCT	Pending
022153.0031US1	11/205895	Disaggregated Resources and Access Methods		Patent - US	Pending
022153.0031US2	11/472198	Generating Storage System Commands	8/16/2005	Patent - US	Pending
022153.0039PCT	PCT/US05/36026	Resource Command Messages And Methods	10/6/2005	Patent - PCT	Pending
022153.0039US1	11/246721	Resource Command Messages And Methods	10/6/2005	Patent - US	Pending
022153.0040PRO2	60/884057	Systems, Apparatus, And Methods For Disaggregated Device Aggregation	1/9/2007	Patent - Provisional	Pending
022153.0041PRO2	60/884105	GSM/PSM	1/9/2007	Patent - Provisional	Pending
022153.0043PRO2	60/893935	Systems, Methods, And Apparatus For Network Storage Solutions	3/9/2007	Patent - Provisional	Pending
022153.0044PCT	PCT/US7/08896	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - PCT	Pending
022153.0044US1	11/435239	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - US	Pending
022153.0047PRO	60/908363	Storage Area Network Methods and Systems	3/27/2007	Patent - Provisional	Pending
022153.0048PRO	60/914303	Intel-Zetera Synergy	4/26/2007	Patent - Provisional	Pending

# **EXHIBIT B**

# **TRADEMARKS**

MatterID	MARK	Filing Date	MatterType	Status	Serial Number
022153.0014CN	Z logo	8/15/2005	TMK - Foreign	Pending	4810773
022153.0014EP	Z logo	5/9/2005	TMK - Foreign	Issued	004429411
022153.0014IN	Z logo	8/8/2005	TMK - Foreign	Pending	1376558
022153.0014JP	Z logo	7/25/2005	TMK - Foreign	Issued	2005-68150
022153.0014TW	Z logo	6/3/2005	TMK - Foreign	Issued	94026420
022153.0014US1	Z logo (Cl. 42)	2/7/2005	TMK - US	Allowed	78/562134
022153.0014US2	Z logo (Cl. 9 and 16)	2/7/2005	TMK - US	Allowed	78/978333
022153.0015CA	ZETERA	10/23/2003	TMK - Foreign	Issued	1193825
022153.0015CN	ZETERA	8/1/2005	TMK - Foreign	Pending	4810772
022153.0015EP1	ZETERA	10/17/2003	TMK - Foreign	Issued	003416153
022153.0015EP2	ZETERA	5/9/2005	TMK - Foreign	Issued	004441895
022153.0015IN	ZETERA	7/25/2005	TMK - Foreign	Pending	1373628
022153.0015JP1	ZETERA	11/6/2003	TMK - Foreign	Issued	2003-98255
022153.0015JP2	ZETERA	8/8/2005	TMK - Foreign	Pending	2005-73672
022153.0015TW	ZETERA	6/3/2005	TMK - Foreign	Issued	94026421
022153.0015US1	ZETERA	5/6/2003	TMK - US	Pending	78/246397
022153.0015US2	ZETERA (Cl. 42)	2/22/2005	TMK - US	Allowed	78/572384
022153.0015US3	ZETERA (Cl. 9 and 16)	2/22/2005	TMK - US	Allowed	78/978332
022153.0032CN	Z-RAID	12/7/2005	TMK - Foreign	Pending	5047459
022153.0032EP	Z-RAID	11/18/2005	TMK - Foreign	Issued	004728234
022153.0032IN	Z-RAID	12/9/2005	TMK – Foreign TMK	Pending	1405635
022153.0032JP	Z-RAID	11/22/2005	TMK - Foreign	Pending	2005-109701
022153.0032TW	Z-RAID	7/27/2006	TMK - Foreign	Allowed	095038676
022153.0032US1	Z-RAID	6/9/2005	TMK - US	Allowed	78/647406
022153.0033CN	Z-SAN	12/19/2005	TMK - Foreign	Pending	5069574
022153.0033EP	Z-SAN	12/13/2005	TMK - Foreign	Issued	004778593
022153.0033IN	Z-SAN	12/28/2005	TMK - Foreign	Pending	1409755
022153.0033JP	Z-SAN	1/16/2006	TMK - Foreign	Pending	2006-2310
022153.0033TW	Z-SAN	7/27/2006	TMK - Foreign	Allowed	095038677
022153.0033US1	Z-SAN	7/18/2005	TMK - US	Issued	78/672840
022153.0035US1	Z-FS	7/18/2005	TMK - US	Issued	78/672844
022153.0036US1	Z-DISK	7/18/2005	TMK - US	Allowed	78/672846
022153.0046US1	NBOD	2/14/2007	TMK - US	Pending	77/107119

677/022153-0001 818072.04 a06/10/07

RECORDED: 06/20/2007

PATENT REEL: 064144 FRAME: 0495,

REEL

# 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
Zetera Corporation	07/11/2007

## RECEIVING PARTY DATA

Name:	The Frank Revocable Living Trust of Charles W. Frank and Karen L. Frank
Street Address:	62 Wheeler
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92620

## PROPERTY NUMBERS Total: 27

Property Type	Number
Application Number:	10473713
Application Number:	10791338
Application Number:	11243116
Application Number:	11242985
Application Number:	11344874
Application Number:	10473509
Application Number:	11243143
Application Number:	11243137
Application Number:	11479711
Application Number:	10472800
Application Number:	11243686
Application Number:	11243573
Application Number:	11399110
Application Number:	10763099
Application Number:	11304304
	PATENT

REEL: 064144 FRAME: 0496

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Application Number:	11305679
Application Number:	11139206
Application Number:	11173765
Application Number:	11205895
Application Number:	11472198
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

#### **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

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

Phone: 949-253-0944

Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish

Address Line 1: 2603 Main Street, Suite 1050 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	022153.0003

NAME OF SUBMITTER: Robert D. Fish

#### **Total Attachments: 12**

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#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective as of this 11<sup>th</sup> day of July, 2007, by and between Charles W. Frank Jr. and Karen L. Mamerow-Frank, Trustees of The Frank Revocable Living Trust of Charles W Frank and Karen L. Frank ("Secured Party"), and Zetera Corporation, a Delaware corporation ("Debtor").

- 1. <u>Obligations Secured</u>. The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party ("<u>Secured Debt</u>") under the Secured Convertible Promissory Note ("<u>Note</u>") in favor of Secured Party dated the date hereof.
- 2. <u>Grant of Security Interest</u> Debtor hereby grants to Secured Party a first-in-priority security interest in the Collateral described or referred to in <u>Section 3</u> to secure the Secured Debt.
- 3. <u>Collateral</u>. Debtor's "<u>Collateral</u>" subject to the security interest shall consist of all assets of Debtor, whether now owned or hereafter acquired, including, without limitation, the Collateral described below (the "<u>Intellectual Property Collateral</u>").

As used herein "Computer Hardware and Software Collateral" means:

- (a) all of Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
- (b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by Debtor;
- (c) all firmware associated with the property described in clauses (a) and (b) of this definition;
- (d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and
- (e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force

PATENT REEL: 064144 FRAME: 0498; throughout the world, including, without limitation, all of Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

### "Patent Collateral" means:

- (f) all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit A);
  - (g) all patent licenses of Debtor (whether as licensee or licensor);
- (h) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and
- (i) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

### "Trademark Collateral" means:

(a) all of Debtor's: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing.

including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (current trademarks are listed on Exhibit B);

- (b) all Trademark licenses (whether as licensee or licensor);
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

## 4. **Covenants of Debtor**. Debtor hereby covenants that:

- (a) Debtor shall, at its own cost and expense, (i) take any and all actions necessary to perfect, preserve, protect and defend the security interest of Secured Party in the Collateral created hereunder and the priority thereof against any and all adverse claims, and (ii) keep the Collateral free and clear of any and all liens, security interests (except for any security created as part of this Security Agreement, including under Section 6 hereof) and/or adverse claims (including, without limitation all taxes, assessments and other levies);
- (b) Debtor shall promptly reimburse Secured Party for any and all sums, including costs, expenses and attorneys' fees, which Secured Party may pay or incur in defending, protecting or enforcing the security interest of this Security Agreement or the priority thereof, or in enforcing or collecting the Secured Debt, or in discharging any prior or subsequent lien or adverse claim against the Collateral or any part thereof, or by reason of becoming or being made a party to or intervening in any action or proceeding affecting the Collateral or the rights of the Secured Party therein, all of which actions the Secured Party shall have the right to take;
- (c) Debtor shall not, without the prior written consent of Secured Party, sell, assign, lease, or otherwise dispose of the Collateral, or any part thereof or any interest therein, unless as part of such sale, assignment, lease or other disposition the Note is fully paid;
- (d) Debtor shall use its reasonable best efforts to preserve and protect the value of the Collateral;
- (e) Debtor shall from time to time make, execute, acknowledge and deliver all such further documents, instruments and assurances as may be requested by Secured

PATENT REEL: 064144 FRAME: 0500; Party to perfect or preserve the security interest created by and to carry out the intent of this Security Agreement, and hereby authorizes Secured Party to file financing statements, continuations and amendments thereto, and any other instruments (including this Security Agreement) relating to all or any part of the Collateral where desirable in Secured Party's judgment to perfect the security interest granted herein without the signature of Debtor (where permitted by law);

- (f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral, (ii) not forego any right to protect and enforce rights to Trademarks, Patents, Copyrights or other Intellectual Property Collateral, and (iii) not allow any Trademarks, Patents, Copyrights, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;
- (g) Debtor shall promptly notify Secured Party of all after-acquired intellectual property, whether owned, developed or acquired by Debtor and shall notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtor; and
- (h) Debtor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds, which Collateral and records will be made available for inspection at Debtor's premises by Secured Party.

## 5. Events of Default and Remedies.

- (a) Upon (i) the failure of Debtor to pay any installment of the Secured Debt when due, (ii) any other default on the Note, or (iii) the failure of Debtor, after ten days written notice of such failure from Secured Party, to observe its covenants under Section 4, Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Secured Party may exercise all rights granted to secured parties under Article 9 of the California Commercial Code and any applicable federal law, and shall also have, at its option, the right, subject to the requirements of Article 9 of the California Commercial Code and any applicable federal law:
- (i) To declare all amounts due under the Note immediately due and payable;
- (ii) To take immediate possession of the Collateral, and for that purpose may enter upon each and all of the premises of Debtor wherever located and may pursue the same wherever the Collateral may be, and search for, take possession of, remove, keep and store the same until sold, or put a custodian or custodians in charge of same, and post in or upon the premises such notices as Secured Party may determine;
- (iii) To dispose of the Collateral or any part thereof at public or private sale, which public or private sale may be conducted at the location designated by Secured

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PATENT REEL: 064144 FRAME: 0501; Party, for cash or on credit and on such terms as Secured Party may in its sole discretion, elect after giving at least five days' notice of the time and place of sale in the manner provided by law;

- (iv) To require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies hereunder; and
- (v) Pursue any other remedy for the enforcement of the security interest.
- (b) Out of the proceeds of any disposition of the Collateral, Secured Party shall:
- (i) First, pay all costs, expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling the Collateral, including without limitation, reasonable attorneys' fees and costs;
  - (ii) Second, retain out of the proceeds of sale the Secured Debt; and
  - (iii) Third, pay the remaining funds, if any, to Debtor.
- 6. Intercreditor Agreement. Secured Party acknowledges that Debtor has already obtained \$550,000 of secured debt financing and may require additional debt financing prior to its issuance and sale of Next Round Securities (as defined in the Note), and that lenders that have provided and may be providing such additional debt financing have required and may also require collateral security for their loans. Secured Party shall share rights to the Collateral pro rata on a dollars loaned basis, up to a total of \$2,500,000 (including the principal amount of the Note and the \$550,000 referred to above), with any lenders providing such additional debt financing, and shall execute an intercreditor agreement with such additional lenders setting forth the basis and terms of the sharing of rights to the Collateral.
- 7. <u>Assigns</u>. This Agreement shall be binding upon Debtor and its successors and permitted assigns, but shall not be assignable by Debtor, and shall inure to the benefit of Secured Party.
- 8. <u>Amendments</u>. This Security Agreement may be amended only by a written instrument signed by both parties hereto.
- 9. <u>Counterparts</u>. This Security Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

PATENT REEL: 064144 FRAME: 0502<sup>,</sup>

- 10. <u>Severability</u>. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.
- 11. <u>Notice</u>. All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or two days after deposit in the United States mail by registered or certified mail, postage pre-paid, return receipt requested, addressed to the parties at the addresses herein set forth, or at such other address as any party shall have furnished to the other parties in writing:

If to Debtor: Zetera Corporation

16842 Von Karman, Suite 100 Irvine, California 92606

If to Secured Party: Charles W. Frank Jr. and Karen L Mamerow-Frank,

Trustees of The Frank Revocable Living Trust of Charles

W Frank and Karen L. Frank

62 Wheeler Irvine CA 92620

- 12. <u>Choice of Law.</u> This Security Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to laws respecting conflicts of law).
- 13. Attorneys' Fees. Should either party hereto institute any action or proceeding to enforce this Security Agreement or any provisions hereof or for a declaration of rights under this Security Agreement, or for arbitration of any dispute arising under this Security Agreement, the prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the other party all costs and expenses, incurred by the prevailing party in connection with such action, proceeding or arbitration.
- Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Security Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.
- 15. **Termination**. This Security Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon the earlier to occur of (i) Debtor's payment in full of the Note, (ii) conversion of the entire unpaid principal balance of the Note into equity securities of Debtor in accordance with the terms of the Note, or (iii) closing of the issuance and sale of Next Round Securities

PATENT REEL: 064144 FRAME: 0503;

Debtor and Secured Party have caused this Security Agreement to be duly signed and delivered as of the day and year first mentioned above.

DEBTOR:

ZETERA CORPORATION

By:

Steve Waszak, Chief Financial Officer

SECURED PARTY

Charles W. Frank Jr., Trustee of the Frank

Revocable Living Trust of Charles W Frank and

Karen L. Frank

Naren L Mamerow-Frank, Trustee of The Frank

Revocable Living Trust of Charles W Frank and

Karen L. Frank

STATE OF CALIFORNIA	)
	): ss
COUNTY OF ORANGE	)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June, 2007, by Steve Waszak. Chief Financial Officer of ZETERA CORPORATION, a Delaware corporation, on behalf of the corporation.

see attached - L7 NOTARY PUBLIC

(seal)

STATE OF CALIFORNIA )
): ss.
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this Zday of June, 2007, by Charles W. Frank Jr. and Karen L Mamerow-Frank, Trustees of The Frank Revocable Living Trust of Charles W Frank and Karen L. Frank, on behalf of the trust.

DEANNA NICK
Commission # 1662177
Notary Public - California
Orange County
My Comm. Expires Apr 29, 2010

NOTARY PUBLIC

(seal)

## **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California	)
County of Orage	} ss.
On July 11th 2007 before me, _ personally appeared Share Was	Carl Fraga, Motary Public, Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Steve Was	Name(s) of Signer(s)
	□ personally known to me □ proved to me on the basis of satisfactory evidence
CARL FRAGA Commission # 1717431 Notary Public - California Orange County My Comm. Expires Jan 16, 2011	to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (is) she/they executed the same in (is/her/their authorized capacity(ies), and that by (his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.
	TIONAL
	ove valuable to persons relying on the document and could prevent ment of this form to another document.
Description of Attached Document	
Title or Type of Document:	tgreenert
Document Date: 7/11/07	Number of Pages: 1
Signer(s) Other Than Named Above: Charles	W. Frank, Karen & Mamerow - Fran
Capacity(ies) Claimed by Signer	
	-
Signer's Name: Steve Waszak	
	RIGHT THUMBPRINT OF SIGNER Top of thumb here

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## EXHIBIT A

# PATENTS

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153,0005CN	02829873.X	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005DE	60218758.3-08	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP	02808140.4	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP2	06016115.5	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005FR	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IE	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IN	1602/DELNP/05	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005JP2	2006-22493-1	Communication Protocols, Systems and Methods	8/22/2006	Patent - Foreign	Pending
022153,0005US1	10/473713	Communication Protocols, Systems and Methods	12/16/2002	Patent - US	Pending
022153,0005US2	10/791338	Communication Protocols, Systems and Methods	11/12/2002	Patent - US	Pending
022153,0005US3	11/243116	Adapated Disk Drives Executing Instructions For I/O Command Processing	11/12/2002	Patent - US	Pending
022153.0005US4	11/242985	Methods Of Conveying Information Using Fixed Sized Packets	11/12/2002	Patent - US	Pending
022153.0005US5	11/344874	Low Level Storage Protocols Systems And Methods	9/23/2003	Patent - US	Pending
022153.0006CN	02829871.3	Data Storage Devices Having IP Capable Partitions	12/13/2002	Patent - Foreign	Pending
022153.0006EP	02797354.4	Data Storage Devices Having IP Capable Partitions	4/8/2005	Patent - Foreign	Pending
022153.0006IN	1600/DELNP/05	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - Foreign	Pending
022153,0006JP2	2006-176153	Data Storage Devices Having IP Capable Partitions	5/11/2005	Patent - Foreign	Pending
022153.0006US1	10/473509	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - US	Pending
022153,0006US2	11/243143	Disk Drive Partitioning Methods	11/12/2002	Patent - US	Pending
022153.0006US3	11/243137	Legacy Storage Device Adapter	11/12/2002	Patent - US	Pending
022153.0006US4	11/479711	Providing Redundancy For A Device Within A Network	12/16/2002	Patent - US	Pending
022153.0007CN	02829872.1	Electrical Devices with Improved Communication	12/16/2002	Patent - Foreign	Pending
022153.0007EP	02797353.6	Electrical Devices with Improved Communication	4/6/2005	Patent - Foreign	Pending

PATENT REEL: 064144 FRAME: 0507

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153.0007IN	1601/DELNP/05	Electrical Devices with Improved Communication	12/16/2002	Patent - Foreign	Pending
022153.0007JP2	2006-239815	Electrical Devices with Improved Communication	9/5/2006	Patent - Foreign	Pending
022153.0007US1	10/472800	Electrical Devices with Improved Communication	12/16/2002	Patent - US	Issued
022153.0007US2	11/243686	Protocol Adapter For Electromagnetic Device Elements	11/12/2002	Patent - US	Pending
022153.0007US3	11/243573	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Issued
022153.0007US4	11/399110	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Pending
022153.0012US1	10/763099	Multicast Communication Protocol For A Redundant Array Of Storage Areas	1/21/2003	Patent - US	Pending
022153.0022US1	11/304304	Stateless Accelerator Modules And Methods	11/12/2002	Patent - US	Pending
022153.0023US1	11/305679	Methods for Accessing Storage Areas Information	12/29/2004	Patent - US	Pending
022153.0028TW	94127547	Virtual Devices and Virtual Bus Tunnels. Modules and Methods	8/12/2005	Patent - Foreign	Pending
022153.0028US	11/139206	Virtual Devices and Virtual Bus Tunnels. Modules and Methods	5/26/2005	Patent - US	Pending
022153.0029PCT	PCT/US05/28335	Topology Independent Storage Array	3/14/2005	Patent - PCT	Pending
022153.0029TW	94131312	Topology Independent Storage Array	7/1/2005	Patent - Foreign	Pending
022153.0029US	11/173765	Topology Independent Storage Array	3/14/2005	Patent - US	Pending
022153,0031PCT	PCT/US05/36022	Disaggregated Resources and Access Methods	8/16/2005	Patent - PCT	Pending
022153.0031UST	11/205895	Disaggregated Resources and Access Methods		Patent - US	Pending
022153.0031US2	11/472198	Generating Storage System Commands	8/16/2005	Patent - US	Pending
022153,0039PCT	PCT/US05/36026	Resource Command Messages And Methods	10/6/2005	Patent - PCT	Pending
022153,0039US1	11/246721	Resource Command Messages And Methods	10/6/2005	Patent - US	Pending
022153,0040PRO2	60/884057	Systems, Apparatus, And Methods For Disaggregated Device Aggregation	1/9/2007	Patent - Provisional	Pending
022153.0041PRO2	60/884105	GSM/PSM	1/9/2007	Patent - Provisional	Pending
022153.0043PRO2	60/893935	Systems, Methods, And Apparatus For Network Storage Solutions	3/9/2007	Patent - Provisional	Pending
022153.0044PCT	PCT/US7/08896	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - PCT	Pending
022153.0044US1	11/435239	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - US	Pending
022153.0047PRO	60/908363	Storage Area Network Methods and Systems	3/27/2007	Patent - Provisional	Pending
022153.0048PRO	60/914303	Intel-Zetera Synergy	4/26/2007	Patent - Provisional	Pending

### EXHIBIT B

## TRADEMARKS

MatterID	MARK	Filing Date	MatterType	Status	Serial Number
022153.0014CN	Z logo	8/15/2005	TMK - Foreign	Pending	4810773
022153.0014EP	Z logo	5/9/2005	TMK - Foreign	Issued	()()44,29411
022153.0014IN	Z logo	8/8/2005	TMK - Foreign	Pending	1376558
022153.0014JP	Z logo	7/25/2005	TMK - Foreign	Issued	2005-68150
022153.0014TW	Z logo	6/3/2005	TMK - Foreign	Issued	94026420
022153.0014US1	Z logo (Cl. 42)	2/7/2005	TMK - US	Allowed	78/562134
022153.0014US2	Z logo (Cl. 9 and 16)	2/7/2005	TMK - US	Allowed	78/978333
022153,0015CA	ZETERA	10/23/2003	TMK - Foreign	Issued	1193825
022153.0015CN	ZETERA	8/1/2005	TMK - Foreign	Pending	4810772
022153,0015EP1	ZETERA	10/17/2003	TMK - Foreign	Issued	003416153
022153,0015EP2	ZETERA	5/9/2005	TMK - Foreign	Issued	004441895
022153.0015IN	ZETERA	7/25/2005	TMK - Foreign	Pending	1373628
022153.0015JP1	ZETERA	11/6/2003	TMK - Foreign	Issued	2003-98255
022153,0015JP2	ZETERA	8/8/2005	TMK - Foreign	Pending	2005-73672
022153.0015TW	ZETERA	6/3/2005	TMK - Foreign	Issued	94026421
022153.0015US1	ZETERA	5/6/2003	TMK - US	Pending	78/246397
022153,0015US2	ZETERA (Cl. 42)	2/22/2005	TMK - US	Allowed	78/572384
022153,0015US3	ZETERA (Cl. 9 and	2/22/2005	TMK - US	Allowed	78/978332
022153.0032CN	16) Z-RAID	12/7/2005	That's Equation	D J	5017150
022153.0032EP	Z-RAID Z-RAID	12///2005	TMK - Foreign TMK - Foreign	Pending	5047459
022153.0032EP	Z-RAID Z-RAID		\(\frac{1}{2}\)	Issued	004728234
022153.0032JP	Z-RAID Z-RAID	12/9/2005 11/22/2005	TMK - Foreign TMK	Pending	1405635
	Z-RAID Z-RAID		TMK - Foreign	Pending	2005-109701
022153.0032TW 022153.0032US1	Z-RAID Z-RAID	7/27/2006 6/9/2005	TMK - Foreign	Allowed	095038676
022153.00320S1 022153.0033CN	Z-SAN		TMK - US	Allowed	78/647406
	Z-SAN	12/19/2005	TMK - Foreign	Pending	5069574
022153,0033EP		12/13/2005	TMK - Foreign	Issued	004778593
022153.0033IN	Z-SAN	12/28/2005	TMK - Foreign	Pending	1409755
022153,0033JP	Z-SAN	1/16/2006	TMK - Foreign	Pending	2006-2310
022153.0033TW	Z-SAN	7/27/2006	TMK - Foreign	Allowed	095038677
022153.0033US1	Z-SAN	7/18/2005	TMK - US	Issued	78/672840
022153.0035US1	Z-FS	7/18/2005	TMK - US	Issued	78/672844
022153,0036US1	Z-DISK	7/18/2005	TMK - US	Allowed	78/672846
022153.0046US1	NBOD	2/14/2007	TMK - US	Pending	77/107119

PATENT REEL: 064144 FRAME: 0509

**RECORDED: 07/20/2007** 

## 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
Zetera Corporation	10/01/2007

### RECEIVING PARTY DATA

Name:	Warburg Pincus Private Equity VIII, L.P.
Street Address:	466 Lexington Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017-3147

### PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	10473509
Application Number:	10791338
Application Number:	11243116
Application Number:	11242985
Application Number:	11344874
Application Number:	10473713
Application Number:	11243143
Application Number:	11243137
Application Number:	11479711
Application Number:	10472800
Application Number:	11243686
Application Number:	11243573
Application Number:	11399110
Application Number:	10763099
Application Number:	11304304
	PATENT

PATENT

REEL: 064144 FRAME: 0510;

I.	
Application Number:	11305679
Application Number:	11139206
PCT Number:	US0528355
Application Number:	11173765
PCT Number:	US0536022
Application Number:	11205895
Application Number:	11472198
PCT Number:	US0536026
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
PCT Number:	US0708896
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

#### CORRESPONDENCE DATA

Fax Number: (949)253-9069

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

Phone: 949-253-0944

Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish

Address Line 1: 2603 Main Street, Suite 1050 Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	022153.0003
NAME OF SUBMITTER:	Robert D. Fish

#### Total Attachments: 13

source=Security Agreement - Warburg Pincus Private Equity (signed)#page1.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page2.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page3.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page4.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page5.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page6.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page7.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page8.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page9.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page10.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page11.tif source=Security Agreement - Warburg Pincus Private Equity (signed)#page11.tif

**PATENT** 

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PATENT REEL: 064144 FRAME: 0512;

#### SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective as of this 1<sup>st</sup> day of October, 2007, by and between Warburg Pincus Private Equity VIII, L.P. ("Secured Party"), and Zetera Corporation, a Delaware corporation ("Debtor").

- 1. <u>Obligations Secured</u>. The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note ("<u>Note</u>") in favor of Secured Party dated the date hereof ("<u>Secured Debt</u>").
- 2. <u>Grant of Security Interest</u>. Debtor hereby grants to Secured Party a first-in-priority security interest in the Collateral described or referred to in <u>Section 3</u> to secure the Secured Debt.
- 3. <u>Collateral</u>. Debtor's "<u>Collateral</u>" subject to the security interest shall consist of all assets of Debtor, whether now owned or hereafter acquired, including, without limitation, the Collateral described below (the "<u>Intellectual Property Collateral</u>").

As used herein "Computer Hardware and Software Collateral" means:

- (a) all of Debtor's: computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;
- (b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter developed, designed or acquired by Debtor;
- (c) all firmware associated with the property described in clauses (a) and (b) of this definition;
- (d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and
- (e) all rights with respect to all of the foregoing, including without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

"Copyright Collateral" means all copyrights of Debtor in addition to the Computer Hardware and Software Collateral, and all semi-conductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtor's right, title and interest in and

677/022153-0001 849360.03 a10/01/07

PATENT REEL: 064144 FRAME: 0513; to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world, and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

### "Patent Collateral" means:

- (a) all of Debtor's letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world, whether now existing or hereafter acquired (current patents are listed on Exhibit A);
  - (b) all patent licenses of Debtor (whether as licensee or licensor);
- (c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clauses (a) and (b) of this definition; and
- (d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to herein, and for breach or enforcement of any patent license, including any patent license referred to herein, and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential or proprietary or useful information of Debtor and all know-how obtained by or used in or contemplated at any time for use in the business of Debtor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses of Debtor (whether as licensee or licensor), including each Trade Secret license referred to herein, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

#### "Trademark Collateral" means:

(a) all of Debtor's: trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

PATENT REEL: 064144 FRAME: 0514 Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country (current trademarks are listed on <u>Exhibit B</u>);

- (b) all Trademark licenses (whether as licensee or licensor);
- (c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this definition;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a), (b) and (c); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to herein, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

### 4. <u>Covenants of Debtor</u>. Debtor hereby covenants that:

- (a) Debtor shall, at its own cost and expense, (i) take any and all actions necessary to perfect, preserve, protect and defend the security interest of Secured Party in the Collateral created hereunder and the priority thereof against any and all adverse claims, and (ii) keep the Collateral free and clear of any and all liens, security interests (except for any security created as part of this Security Agreement, including under Section 6 hereof) and/or adverse claims (including, without limitation all taxes, assessments and other levies);
- (b) Debtor shall promptly reimburse Secured Party for any and all sums, including costs, expenses and attorneys' fees, which Secured Party may pay or incur in creating, defending, protecting or enforcing the security interest of this Security Agreement or the priority thereof, or in enforcing or collecting the Secured Debt, or in discharging any prior or subsequent lien or adverse claim against the Collateral or any part thereof, or by reason of becoming or being made a party to or intervening in any action or proceeding affecting the Collateral or the rights of the Secured Party therein, all of which actions the Secured Party shall have the right to take;
- (c) Debtor shall not, without the prior written consent of Secured Party, sell, assign, lease, or otherwise dispose of the Collateral, or any part thereof or any interest therein, unless as part of such sale, assignment, lease or other disposition the Note is fully paid;
- (d) Debtor shall use its reasonable best efforts to preserve and protect the value of the Collateral;
- (e) Debtor shall from time to time make, execute, acknowledge and deliver all such further documents, instruments and assurances as may be requested by Secured Party to perfect or preserve the security interest created by and to carry out the intent of

PATENT REEL: 064144 FRAME: 0515; this Security Agreement, and hereby authorizes Secured Party to file financing statements, continuations and amendments thereto, and any other instruments (including this Security Agreement) relating to all or any part of the Collateral where desirable in Secured Party's judgment to perfect the security interest granted herein without the signature of Debtor (where permitted by law);

- (f) Debtor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights and other Intellectual Property Collateral, (ii) not forego any right to protect and enforce rights to Trademarks, Patents, Copyrights or other Intellectual Property Collateral, and (iii) not allow any Trademarks, Patents, Copyrights, or other Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate;
- (g) Debtor shall promptly notify Secured Party of all after-acquired intellectual property, whether owned, developed or acquired by Debtor and shall notify Secured Party of any filed applications to register or patents issued after the execution hereof. Any expenses incurred in connection with such applications shall be borne by the Debtor; and
- (h) Debtor shall keep and cause to be kept accurate and complete records of the Collateral and its proceeds, which Collateral and records will be made available for inspection at Debtor's premises by Secured Party.

### 5. Events of Default and Remedies.

- (a) Upon (i) the failure of Debtor to pay any installment of the Secured Debt when due, (ii) any other default on the Note, or (iii) the failure of Debtor, after ten days written notice of such failure from Secured Party, to observe its covenants under Section 4, Debtor's rights to use the Intellectual Property Collateral shall terminate forthwith and Secured Party may exercise all rights granted to secured parties under Article 9 of the California Commercial Code and any applicable federal law, and shall also have, at its option, the right, subject to the requirements of Article 9 of the California Commercial Code and any applicable federal law:
- (i) To declare all amounts due under the Note immediately due and payable;
- (ii) To take immediate possession of the Collateral, and for that purpose may enter upon each and all of the premises of Debtor wherever located and may pursue the same wherever the Collateral may be, and search for, take possession of, remove, keep and store the same until sold, or put a custodian or custodians in charge of same, and post in or upon the premises such notices as Secured Party may determine;
- (iii) To dispose of the Collateral or any part thereof at public or private sale, which public or private sale may be conducted at the location designated by Secured Party, for cash or on credit and on such terms as Secured Party may in its sole discretion,

PATENT REEL: 064144 FRAME: 0516) elect after giving at least five days' notice of the time and place of sale in the manner provided by law;

- (iv) To require Debtor to assemble the Intellectual Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and other Intellectual Property Collateral to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies hereunder; and
- (v) Pursue any other remedy for the enforcement of the security interest.
- (b) Out of the proceeds of any disposition of the Collateral, Secured Party shall:
- (i) First, pay all costs, expenses and charges for pursuing, searching for, taking, removing, keeping, storing, advertising and selling the Collateral, including without limitation, reasonable attorneys' fees and costs;
  - (ii) Second, retain out of the proceeds of sale the Secured Debt; and
  - (iii) Third, pay the remaining funds, if any, to Debtor.
- 6. <u>Intercreditor Agreement</u>. Secured Party acknowledges that Debtor has already obtained \$850,000 of secured debt financing and may require additional debt financing prior to its issuance and sale of Next Round Securities (as defined in the Note), and that lenders that have provided and may be providing such additional debt financing have required and may also require collateral security for their loans. Secured Party shall share rights to the Collateral pro rata on a dollars loaned basis, up to a total of \$2,500,000 (including the principal amount of the Note and the \$850,000 referred to above), and thereafter pro rata based on interest, expenses and other obligations owing by Debtor to such parties, with any lenders providing such additional debt financing, and shall execute an intercreditor agreement with such additional lenders setting forth the basis and terms of the sharing of rights to the Collateral.
- 7. <u>Assigns</u>. This Agreement shall be binding upon Debtor and its successors and permitted assigns, but shall not be assignable by Debtor, and shall inure to the benefit of Secured Party.
- 8. <u>Amendments</u>. This Security Agreement may be amended only by a written instrument signed by both parties hereto.
- 9. <u>Counterparts</u>. This Security Agreement may be executed in two or more counterparts, each party may sign on a separate counterpart, each of which shall be deemed an original but all of which together shall constitute the same instrument.

PATENT REEL: 064144 FRAME: 0517<sub>1</sub>

- 10. <u>Severability</u>. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.
- Notice. All notices, demands and communications hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or two days after deposit in the United States mail by registered or certified mail, postage pre-paid, return receipt requested, addressed to the parties at the addresses herein set forth, or at such other address as any party shall have furnished to the other parties in writing:

If to Debtor:

Zetera Corporation

16842 Von Karman, Suite 100 Irvine, California 92606 Attn: Chief Executive Officer

If to Secured Party:

c/o Warburg Pincus & Co.

466 Lexington Avenue

New York, New York 10017-3147

Attn: General Counsel

- 12. <u>Choice of Law</u>. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California (without giving effect to laws respecting conflicts of law).
- 13. Attorneys' Fees. Should either party hereto institute any action or proceeding to enforce this Security Agreement or any provisions hereof or for a declaration of rights under this Security Agreement, or for arbitration of any dispute arising under this Security Agreement, the prevailing party in any such action, proceeding or arbitration shall be entitled to receive from the other party all costs and expenses, including attorneys' fees, incurred by the prevailing party in connection with such action, proceeding or arbitration.
- Confidentiality. In handling any confidential information, Secured Party shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Security Agreement except that the disclosure of this information may be made (a) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (b) provided that the recipient has entered into a comparable confidentiality agreement in favor of Debtor and has delivered a copy to Debtor, (i) to the affiliates of Secured Party, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, and (iii) as may be required in connection with the examination, audit or similar investigation of Secured Party.
- 15. <u>Termination</u>. This Security Agreement and all rights and obligations of the parties hereunder shall terminate immediately upon the earlier to occur of (i) Debtor's payment in full of the Note or (ii) conversion of the entire unpaid principal balance of the Note into equity securities of Debtor in accordance with the terms of the Note.

PATENT REEL: 064144 FRAME: 0518 Debtor and Secured Party have caused this Security Agreement to be duly signed and delivered as of the day and year first mentioned above.

DEBTOR:	ZETERA CORPORATION
	By: Charles R. Cortright, Jr., Chief Executive Officer
SECURED PARTY	WARBURG PINCUS PRIVATE EQUITY VIII, L.P.
	By: Warburg Pincus Partners LLC, its General Partner
	By: Warburg Pincus & Co.,
	its Managing Member
	By:
	Barry Taylor, Partner

ACKNOWLEDGMENT
State of California County of Orange
On 10-01-07 before me, J. Campbell, Notary Public (here insert name and title of the officer)
personally appeared Charles R. Cortright Jr
personally known to me (or proved to me on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity( <del>ies)</del> , and that by his/h <del>er/thei</del> r signature( <del>s)</del> on the instrument the person( <del>s</del> ),
or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.  J. CAMPBELL Commission # 1639202 Notary Public - California Riverside County My Comm. Expires Jan 17, 2010
(Seal)

Debtor and Secured Party have caused this Security Agreement to be duly signed and delivered as of the day and year first mentioned above.

DEBTOR:	ZETERA CORPORATION
	By: Charles R. Cortright, Jr., Chief Executive Officer
SECURED PARTY	WARBURG PINCUS PRIVATE EQUITY VIII, L.P.
	By: Warburg Pincus Partners LLC, its General Partner
	By: Warburg Pincus & Co.,
	its Managing Member

### **ACKNOWLEDGMENT**

STATE OF CALIFORNIA	)	
	)	SS
COUNTY OF SANTA CLARA	)	

On October 1, 2007, before me Priscilla Teague, Notary Public, personally appeared Barry Taylor, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Priscilla Teague, Notary Public

PRISCRIA TEAGUE
Commission # 1680761
Notary Public - California
Santa Clara County
My Comm. Expires Apr 5, 2016

PATENT REEL: 064144 FRAME: 0522;

## **EXHIBIT A**

## **PATENTS**

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153.0005CN	02829873.X	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005DE	60218758.3-08	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP	02808140.4	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005EP2	06016115.5	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005FR	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IE	1561306	Communication Protocols, Systems and Methods	4/6/2005	Patent - Foreign	Issued
022153.0005IN	1602/DELNP/05	Communication Protocols, Systems and Methods	12/16/2002	Patent - Foreign	Pending
022153.0005JP2	2006-224934	Communication Protocols, Systems and Methods	8/22/2006	Patent - Foreign	Pending
022153.0005US1	10/473713	Communication Protocols, Systems and Methods	12/16/2002	Patent - US	Pending
022153.0005US2	10/791338	Communication Protocols, Systems and Methods	11/12/2002	Patent - US	Pending
022153.0005US3	11/243116	Adapated Disk Drives Executing Instructions For I/O Command Processing	11/12/2002	Patent - US	Pending
022153.0005US4	11/242985	Methods Of Conveying Information Using Fixed Sized Packets	11/12/2002	Patent - US	Pending
022153.0005US5	11/344874	Low Level Storage Protocols Systems And Methods	9/23/2003	Patent - US	Pending
022153.0006CN	02829871.3	Data Storage Devices Having IP Capable Partitions	12/13/2002	Patent - Foreign	Pending
022153.0006EP	02797354.4	Data Storage Devices Having IP Capable Partitions	4/8/2005	Patent - Foreign	Pending
022153.0006IN	1600/DELNP/05	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - Foreign	Pending
022153.0006ЈР2	2006-176153	Data Storage Devices Having IP Capable Partitions	5/11/2005	Patent - Foreign	Pending
022153.0006US1	10/473509	Data Storage Devices Having IP Capable Partitions	12/16/2002	Patent - US	Pending
022153.0006US2	11/243143	Disk Drive Partitioning Methods	11/12/2002	Patent - US	Pending
022153.0006US3	11/243137	Legacy Storage Device Adapter	11/12/2002	Patent - US	Pending
022153.0006US4	11/479711	Providing Redundancy For A Device Within A Network	12/16/2002		Pending
022153.0007CN	02829872.1	Electrical Devices with Improved Communication	12/16/2002	Patent - Foreign	Pending
022153.0007EP	02797353.6	Electrical Devices with Improved Communication	4/6/2005	Patent - Foreign	Pending

677/022153-0001 849360.03 a10/01/07

PATENT REEL: 064144 FRAME: 0523;

Internal Matter ID	Serial Number	Title	Filing Date	Matter Type	Status
022153.0007IN	1601/DELNP/05	Electrical Devices with Improved Communication		Patent - Foreign	Pending
022153.0007JP2	2006-239815	Electrical Devices with Improved Communication	9/5/2006	Patent - Foreign	Pending
022153.0007US1	10/472800	Electrical Devices with Improved Communication	12/16/2002	Patent - US	Issued
022153.0007US2	11/243686	Protocol Adapter For Electromagnetic Device Elements	11/12/2002	Patent - US	Pending
022153.0007US3	11/243573	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Issued
022153.0007US4	11/399110	Multiplexing Storage Element Interface	11/12/2002	Patent - US	Pending
022153.0012US1	10/763099	Multicast Communication Protocol For A Redundant Array Of Storage Areas	1/21/2003	Patent - US	Pending
022153.0022US1	11/304304	Stateless Accelerator Modules And Methods	11/12/2002	Patent - US	Pending
022153.0023US1	11/305679	Methods for Accessing Storage Areas Information	12/29/2004	Patent - US	Pending
022153.0028TW	94127547	Virtual Devices and Virtual Bus Tunnels, Modules and Methods	8/12/2005	Patent - Foreign	Pending
022153.0028US	11/139206	Virtual Devices and Virtual Bus Tunnels, Modules and Methods	5/26/2005	Patent - US	Pending
022153.0029PCT	PCT/US05/28335	Topology Independent Storage Array	3/14/2005	Patent - PCT	Pending
022153.0029TW	94131312	Topology Independent Storage Array	7/1/2005	Patent - Foreign	Pending
022153.0029US	11/173765	Topology Independent Storage Array	3/14/2005	Patent - US	Pending
022153.0031PCT	PCT/US05/36022	Disaggregated Resources and Access Methods	8/16/2005	Patent - PCT	Pending
022153.0031US1	11/205895	Disaggregated Resources and Access Methods		Patent - US	Pending
022153.0031US2	11/472198	Generating Storage System Commands	8/16/2005	Patent - US	Pending
022153.0039PCT	PCT/US05/36026	Resource Command Messages And Methods	10/6/2005	Patent - PCT	Pending
022153.0039US1	11/246721	Resource Command Messages And Methods	10/6/2005	Patent - US	Pending
022153.0040PRO2	60/884057	Systems, Apparatus, And Methods For Disaggregated Device Aggregation	1/9/2007	Patent - Provisional	Pending
022153.0041PRO2	60/884105	GSM/PSM	1/9/2007	Patent - Provisional	Pending
022153.0043PRO2	60/893935	Systems, Methods, And Apparatus For Network Storage Solutions	3/9/2007	Patent - Provisional	Pending
022153.0044PCT	PCT/US7/08896	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - PCT	Pending
022153.0044US1	11/435239	Methods of Resolving Datagram Corruption Over an Internetworking Protocol	4/10/2006	Patent - US	Pending
022153.0047PRO	60/908363	Storage Area Network Methods and Systems	3/27/2007	Patent - Provisional	Pending
022153.0048PRO	60/914303	Intel-Zetera Synergy	4/26/2007	Patent - Provisional	Pending

### **EXHIBIT B**

## **TRADEMARKS**

MatterID	MARK	Filing Date	MatterType	Status	Serial Number
022153.0014CN	Z logo	8/15/2005	TMK - Foreign	Pending	4810773
022153.0014EP	Z logo	5/9/2005	TMK - Foreign	Issued	004429411
022153.0014IN	Z logo	8/8/2005	TMK - Foreign	Pending	1376558
022153.0014JP	Z logo	7/25/2005	TMK - Foreign	Issued	2005-68150
022153.0014TW	Z logo	6/3/2005	TMK - Foreign	Issued	94026420
022153.0014US1	Z logo (Cl. 42)	2/7/2005	TMK - US	Allowed	78/562134
022153.0014US2	Z logo (Cl. 9 and 16)	2/7/2005	TMK - US	Allowed	78/978333
022153.0015CA	ZETERA	10/23/2003	TMK - Foreign	Issued	1193825
022153.0015CN	ZETERA	8/1/2005	TMK - Foreign	Pending	4810772
022153.0015EP1	ZETERA	10/17/2003	TMK - Foreign	Issued	003416153
022153.0015EP2	ZETERA	5/9/2005	TMK - Foreign	Issued	004441895
022153.0015IN	ZETERA	7/25/2005	TMK - Foreign	Pending	1373628
022153.0015JP1	ZETERA	11/6/2003	TMK - Foreign	Issued	2003-98255
022153.0015JP2	ZETERA	8/8/2005	TMK - Foreign	Pending	2005-73672
022153.0015TW	ZETERA	6/3/2005	TMK - Foreign	Issued	94026421
022153.0015US1	ZETERA	5/6/2003	TMK - US	Pending	78/246397
022153.0015US2	ZETERA (Cl. 42)	2/22/2005	TMK - US	Allowed	78/572384
022153.0015US3	ZETERA (Cl. 9 and	2/22/2005	TMK - US	Allowed	78/978332
	16)				
022153.0032CN	Z-RAID	12/7/2005	TMK - Foreign	Pending	5047459
022153.0032EP	Z-RAID	11/18/2005	TMK - Foreign	Issued	004728234
022153.0032IN	Z-RAID	12/9/2005	TMK – Foreign TMK	Pending	1405635
022153.0032JP	Z-RAID	11/22/2005	TMK - Foreign	Pending	2005-109701
022153.0032TW	Z-RAID	7/27/2006	TMK - Foreign	Allowed	095038676
022153.0032US1	Z-RAID	6/9/2005	TMK - US	Allowed	78/647406
022153.0033CN	Z-SAN	12/19/2005	TMK - Foreign	Pending	5069574
022153.0033EP	Z-SAN	12/13/2005	TMK - Foreign	Issued	004778593
022153.0033IN	Z-SAN	12/28/2005	TMK - Foreign	Pending	1409755
022153.0033ЈР	Z-SAN	1/16/2006	TMK - Foreign	Pending	2006-2310
022153.0033TW	Z-SAN	7/27/2006	TMK - Foreign	Allowed	095038677
022153.0033US1	Z-SAN	7/18/2005	TMK - US	Issued	78/672840
022153.0035US1	Z-FS	7/18/2005	TMK - US	Issued	78/672844
022153.0036US1	Z-DISK	7/18/2005	TMK - US	Allowed	78/672846
022153.0046US1	NBOD	2/14/2007	TMK - US	Pending	77/107119
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677/022153-0001 849360.03 a10/01/07

**RECORDED: 10/05/2007** 

PATENT REEL: 064144 FRAME: 0525;

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Zetera Corporation	04/15/2008

### RECEIVING PARTY DATA

Name:	Rateze Remote Mgmt. L.L.C.		
Street Address:	2711 Centerville Road		
Internal Address:	Suite 400		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		

### PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	7170890
Application Number:	10763099
Application Number:	10791338
Application Number:	10473713
Application Number:	10473509
Application Number:	11139206
Application Number:	11242985
Application Number:	11243137
Application Number:	11243143
Patent Number:	7184424
Application Number:	11243686
Application Number:	11304304
Application Number:	11305679
Application Number:	11344874
	PATENT

PATENT

REEL: 064144 FRAME: 0526;

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II	1
Application Number:	11399110
Application Number:	11435239
Application Number:	11479711
PCT Number:	US0708896
Application Number:	11173765
Application Number:	11205895
PCT Number:	US0714572
Application Number:	11472198
Application Number:	11246721
Application Number:	11243116

#### CORRESPONDENCE DATA

Fax Number: (503)796-2900

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

Phone: 503-222-9981

Email: patent@schwabe.com

Correspondent Name: Schwabe Williamson and Wyatt

Address Line 1: Pacwest Center, Suites 1600-1900

Address Line 2: 1211 SW Fifth Avenue
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	119127-160960 PORTFOLIO	
NAME OF SUBMITTER:	Nathan R. Maki	

### Total Attachments: 12

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PATENT REEL: 064144 FRAME: 0527)

### ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Zetera Corporation, a Delaware corporation, with an office at 16842 Von Karman Ave. Ste. #100, Irvine, CA 92606 ("Assignor"), does hereby sell, assign, transfer, and convey unto Rateze Remote Mgmt. L.L.C., a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "Patent Rights"):

- (a) the provisional patent applications, patent applications and patents listed in the table below (the "*Patents*");
- (b) all patents and patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patents;
- (c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);
- (d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;
- (e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patents below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;
- (f) inventions, invention disclosures, and discoveries described in any of the Patents and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patents and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on any of the Patents and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in any of the Patents and/or any item in the foregoing categories (b) through (e);
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

PATENT REEL: 064144 FRAME: 0528)

- all causes of action (whether known or unknown or whether currently pending, (h) filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for
  - (1) damages,
  - (2) injunctive relief, and
  - (3) any other remedies of any kind

for past, current, and future infringement; and

all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h).

			Title of Patent and First
Patent or Application No.	<u>Country</u>	Filing Date	Named Inventor
CN02829871.3	CN	12/16/2002	Data Storage Devices Having
			IP Capable Partitions
			William Frank Charles
			Ludwig T
CN02829872.1	CN	12/16/2002	Electric Equipment With
			Improvement Communication
			William Frank Charles
			Ludwig T
CN02829873.X	CN	12/16/2002	Communication Protocols,
			Systems And Methods
			William Frank Charles
			Ludwig T
EP02797353.6	EP	12/16/2002	Electrical Devices With
			Improved Communication
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
EP02797354.4	EP	12/16/2002	Data Storage Devices Having
			Ip Capable Partitions
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
CH1561306	СН	3/7/2007	Communication Protocols,
(CH02808140.4)		(12/16/2002)	Systems And Methods

Page 2

**PATENT** 

Title of Patent and First

**REEL: 064144 FRAME: 0529** 

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First</u> Named Inventor
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
FR1561306	FR	3/7/2007	Babbitt William
(FR02808140.4)	FK	(12/16/2002)	Communication Protocols, Systems And Methods
(22202021011)		(12/10/2002)	Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
CD15(120(	CD	0/5/0005	Babbitt William
GB1561306 (GB02808140.4)	GB	3/7/2007	Communication Protocols,
(UDU28U814U.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
IE1561306	IE	3/7/2007	Communication Protocols,
(IE02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
IT1561306	IT	3/7/2007	Communication Protocols,
(IT02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
NL1561306	NL	3/7/2007	Communication Protocols,
(NL02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
EP06016115.5	EP	12/16/2002	Communication Protocols,
			Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbit William
7,170,890	US	1/30/2007	Electrical Devices With
(10/472,800)		(12/16/2002)	Improved Communication
			Frank, Charles; Ludwig,
			Thomas; Hanan, Thomas;
	L	_L .	Thomas, Hanan, Thomas,

Patent or Application No.	Country	Tiling Doda	Title of Patent and First
Tatent of Application No.	Country	Filing Date	Named Inventor
10/763,099	US	1/21/2004	Babbitt, William  Multicast Communication
10,700,000		1/21/2004	Protocols, Systems And
			Methods
			Mode
			Charles Frank
10/791,338	US	3/1/2004	Communication Protocols,
			Systems And Methods
10/472 712	LIC	2/2/2004	Charles Frank
10/473,713	US	3/3/2004	Communication Protocols,
			Systems And Methods
			Charles Frank
10/473,509	US	3/25/2004	Data Storage Devices Having
-			Ip Capable Partitions
			1 1
			Charles Frank
11/139,206	US	5/26/2005	Virtual Devices And Virtual
			Bus Tunnels Modules And
			Methods
			Charles Frank
11/242,985	US	10/3/2005	Methods Of Conveying
			Information Using Fixed Sized
			Packets
11/242 127	TIG	10/0/000	Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device
			Adapter
			Charles Frank
11/243,143	US	10/3/2005	Disk Drive Partitioning
•			Methods
T 104 404	1		Charles Frank
7,184,424	US	2/27/2007	Multiplexing Storage Element
(11/243,573)		(10/4/2005)	Interface
			Frank Charles Indian
			Frank, Charles; Ludwig, Thomas; Hanan, Thomas;
			Babbitt, William
11/243,686	US	10/4/2005	Protocol Adapter For
<del>-</del>			Electromagnetic Device

Page 4 **PATENT** REEL: 064144 FRAME: 0531;

			<b>Title of Patent and First</b>
Patent or Application No.	Country	Filing Date	Named Inventor
			Elements
	_		Charles Frank
11/304,304	US	12/14/2005	Stateless Accelerator Modules
			And Methods
			Mark Adams
11/305,679	US	12/16/2005	Systems And Methods For
			Deriving Storage Area
			Commands
			Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,
			Systems And Methods
			Charles Frank
11/399,110	US	4/5/2006	Electrical Devices With
			Improved Communication
			Charles Frank
11/435,239	US	5/10/2006	Methods Of Resolving
			Datagram Corruption Over An
			Internetworking Protocol
			Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having
			Ip Corresponding Partition
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
11/479,711	US	6/30/2006	Providing Redundancy For A
			Device Within A Network
			Charles Frank
JP2006-224934	JP	8/22/2006	Communications Protocols,
			Systems And Methods
			Frank Charles; Ludwig
			Thomas; Hanan Thomas;
			Babbitt William
JP2006-239815	JP	9/5/2006	Electrical Apparatus With
			Improved Communication
			Function

REEL: 064144 FRAME: 0532

Patent or Application No.	<u>Country</u>	Filing Date	Title of Patent and First Named Inventor
			Frank Charles; Ludwig Thomas; Hanan Thomas;
PCT/US07/08896	WO	4/10/2007	Babbitt William  Methods Of Resolving Datagram Corruption Over An Internetworking Protocol
			Charles Frank
11/173,765	US	7/1/2005	Topology Independent Storage Arrays And Methods
			Thomas Ludwig
TW94131312	TW	9/12/2005	Topology Independent Storage Arrays And Methods
			Ludwig Thomas Earl; Frank Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And Access Methods
			Thomas Ludwig
PCT/US07/14572	WO	6/20/2007	Generating Storage System Commands
			Adams Mark; Ludwig Thomas Earl; Baughman Samuel K; Witchey Nicholas; Sadry Nauzad
11/472,198	US	6/20/2006	Generating Storage System Commands
			Mark Adams
11/246,721	US	10/6/2005	Resource Command Messages And Methods
			Mark Adams
1602/DELNP/05	IN	11/12/2002	Communications Protocols, Systems and Methods
			Charles Frank
11/243,116	US	11/12/2002	Adapted Disk Drives Executing Instructions of I/O Command Processing

Patent or Application No.	<u>Country</u>	Filing Date	Title of Patent and First Named Inventor
			Charles Frank
1600/DELNP/05	IN	11/12/2002	Data Storage Devices Having IP Capable Partitions
			Charles Frank
1601/DELNP/05	IN	11/12/2002	Electrical Devices with
			Improved Communication
TTY 10 11 2 7 1 7			Charles Frank
TW94127547	TW	08/12/05	Virtual Devices And Virtual
			Bus Tunnels Moduls And
			Methods
DE 60040-50			Charles Frank
DE60218758	DE	3/7/2007	Communication Protocols,
(DE20026018785T)			systems and methods
			Charles Frank, Thomas
			Ludwig, Thomas Hanan,
			William Babbit
Not Yet Assigned;	JP	4/4/2008	Resource Command Messages
National stage for PCT/US05/36026			and Methods
1 C17 O505/50020			Mark Adams
Not Yet Assigned;	EP	To Be Filed	Resource Command Messages
National stage for		Before 05/06/2008	and Methods
PCT/US05/36026			
DT / TZ / A	CDI	<b>7 D D</b> !! !	Mark Adams
Not Yet Assigned;	CN	To Be Filed	Resource Command Messages
National stage for		Before 06/06/2008	and Methods
PCT/US05/36026			Made Adams
			Mark Adams

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Page 7 PATENT

REEL: 064144 FRAME: 0534;

Assignor represents, warrants and covenants that:

- (1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and
- Assignor owns, and by this document assigns to Assignee, all right, title, and (2) interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened. pending or in progress relating in any way to the Patent Rights. There are no existing contracts. agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining. perfecting, sustaining, and/or enforcing the Patent Rights.

///

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Paten on _15 APRIL 2008	t Rights is executed at IRVINE, CA
011 13 FIRE (C 2008)	
ASSIGNOR:	
Zetera Corporation	
By:  Name: CHARLES CORTRIONHT  Title: PRESIDENT & CEO  (Signature MUST be notarized)	
STATE OF <u>CALIFORNIA</u> ) ) ss. COUNTY OF <u>ORANGE</u> )	
On 15 APRICODO , before me, JENNIFER H. Public in and for said State, personally appeared CHARLES (to me (or proved to me on the basis of satisfactory evidence) subscribed to the within instrument and acknowledged to me his/her authorized capacity, and that by his/her signature on entity upon behalf of which the person acted, executed the in	to be the person whose name is that he/she executed the same in the instrument the person, or the
WITNESS my hand and official seal.	
Signature Unnifutius Mcutty (	(Seal)
	JENNIFER HURST MCINTYRE Commission # 1744836 Notary Public - California Orange County  McComm Pairs May 13 2011

#### ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS

For good and valuable consideration, the receipt of which is hereby acknowledged, Zetera Corporation, a Delaware corporation, with an office at 16842 Von Karman Ave. Ste. #100, Irvine, CA 92606 ("Assignor"), does hereby sell, assign, transfer, and convey unto Rateze Remote Mgmt. L.L.C., a Delaware limited liability company, with an address at 2711 Centerville Road, Suite 400, Wilmington, DE 19808 ("Assignee"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "Certain Assets"):

			<b>Title of Patent and First Named</b>
Patent or Application No.	<u>Country</u>	Filing Date	Inventor
60/425,867	US	11/12/2002	Data Communication And Storage
			Methods And Devices
			Charles Frank
ЈР2004-0551381	JР	12/16/2002	Electrical Devices With Improved
			Communication
TP2004 0551202		10/16/2002	Charles Frank
JP2004-0551382	JP	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
JP2004-0551383	JР	12/16/2002	Communication Protocols, Systems
31 2004-033 1363	31	12/10/2002	And Methods
			The Monods
			Charles Frank
PCT/US02/40198	WO	12/16/2002	Electrical Devices With Improved
			Communication
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
PCT/US02/40199	WO	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Enough Charles, Ludwig Thomas
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US02/40205	WO	12/16/2002	Communication Protocols, Systems
101/0302/40203	***	12/10/2002	And Methods
			The Wellous
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
60/441,739	US	12/16/2002	Multicast Communication Protocols,
			Systems And Methods
			Charles Frank
60/640,763	US	12/29/2004	High Speed Search Of Pre Stored
			Binary Data
			Mark Adams
60/640,764	US	12/29/2004	Micro Kernel
00/040,/04	US	12/29/2004	WHOLE IXCHICI
			Mark Adams
60/791,051	US	4/10/2006	Methods Of Reliable Datagram
332.1,02.1			Transfer Over An Internetwork
			Protocol
			•

PATENT REEL: 064144 FRAME: 0537)

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> <u>Inventor</u>
			Charles French
60/662,069	US	3/14/2005	Charles Frank Redundant Disk Array Topographies
00/002,009	05	3/14/2003	Redundant Disk Array Topographies
			William Frank
PCT/US05/28335	WO	8/9/2005	Topology Independent Storage
			Arrays And Methods
			Ludwig Thomas Earl; Frank Charles
			William
PCT/US05/36022	WO	10/6/2005	Disaggregated Resources And
			Access Methods
200580002678.2	CN	1/19/2005	Ludwig Thomas Earl; Adams Mark Multicast Communications
200380002078.2	CN	1/19/2003	Protocols, Systems and Methods
			Trotocois, Systems and Methods
			Charles Frank
05711582.6	EP	1/21/2003	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
2570/DELNP/2006	IN	1/21/2003	Charles Frank Multicast Communications
2570/DELINI/2000	111	172172003	Protocols, Systems and Methods
			Charles Frank
PCT/US2005/01542	PCT	1/21/2003	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
PCT/US05/18907	PCT	5/26/2005	Virtual Devices and Virtual Bus
			Tunnels, Modules and Methods
			Charles Frank
95127075	TW	8/16/2005	Disaggregated Resources and Access
33127373	1	0/10/2003	Methods
DCT/I 1005/26026	DCT	10/6/2005	Mark Adams
PCT/US05/36026	PCT	10/6/2005	Resource Command Messages and Methods
			Methods
			Mark Adams
EP1561306	EP	3/7/2007	Communication protocols, systems
(EP02808140.4)			and methods
			Charles Frank, Thomas Ludwig,
			Thomas Hanan, William Babbit
JP2006544149	JP	1/19/2005	Multicast communication protocols,
			systems and methods
			Charles Frank, Thomas Ludwig,
			Thomas Hanan, William Babbit

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution

PATENT REEL: 064144 FRAME: 0538) of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 15 th day of Apr: 1 2008

**ASSIGNOR:** 

**Zetera Corporation** 

Name:

PATENT REEL: 064144 FRAME: 0539

**RECORDED: 04/29/2008** 

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

### **CONVEYING PARTY DATA**

Name	Execution Date
CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998	04/18/2008

### RECEIVING PARTY DATA

Name:	ZETERA CORPORATION
Street Address:	16842 Von Karman Avenue, Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92606

### PROPERTY NUMBERS Total: 27

Property Type	Number
Application Number:	10473713
Application Number:	10791338
Application Number:	11243116
Application Number:	11242985
Application Number:	11344874
Application Number:	10473509
Application Number:	11243143
Application Number:	11243137
Application Number:	11479711
Application Number:	10472800
Application Number:	11243686
Application Number:	11243573
Application Number:	11399110
Application Number:	10763099
Application Number:	11304304
	PATENT

PATENT

REEL: 064144 FRAME: 0540;

500517728

Application Number:	11305679
Application Number:	11139206
Application Number:	11173765
Application Number:	11205895
Application Number:	11472198
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

#### **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

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

Phone: 949-253-0944
Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish, Fish & Associates, PC

Address Line 1: 2603 Main Street, Suite 1050
Address Line 4: Irvine, CALIFORNIA 92614-6232

ATTORNEY DOCKET NUMBER:	022153.0003
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NAME OF SUBMITTER: Robert D. Fish

#### Total Attachments: 11

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PATENT REEL: 064144 FRAME: 0541,

#### RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 18, 2008, is by Charles Ray Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998, together with their successors ("Assignees").

- A. WHEREAS, pursuant to (1) a Security Agreement dated June 15, 2007, and filed with the United States Patent and Trademark Office on June 20, 2007 at Reel/Frame 019453/0845, (2) a Security Agreement dated June 15, 2007, and filed with the United States Patent and Trademark Office on June 20, 2007 at Reel/Frame 003564/0346, and (3) unrecorded Amendment To Security Agreement dated December 21, 2007, a true and correct copy of which is attached hereto as Exhibit B, Zetera Corporation ("Grantor") granted to Assignees a security interest in and to all of its then-owned or thereafter acquired right, title and interest in the intellectual property and other related assets (the "Collateral"), listed on the attached Exhibit A.
- B. WHEREAS, Grantor requests Assignees to release any and all right, title and interest in and to the Patent Rights (as defined below) and Assignees wish to release any and all such right, title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignees do hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

- (a) the patents, patent applications, and provisional patent applications (the "Patents"); and
- (b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
- (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "Patent Rights").

PATENT REEL: 064144 FRAME: 0542; Assignees hereby authorize Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Assignees in the Patents Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Assignees and their successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of California notwithstanding the express selection of the laws of the State of Delaware, Assignees acknowledge that they are aware that they may hereafter discover facts different from or in addition to what they now know, believe or suspect to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Assignees are nonetheless giving up their rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Charles Ray Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998 have caused this Release to be executed as of the date set forth above.

CORTRIGHT FAMILY	TRUST,	DATED	MAY
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13, 1998

- 11/1/

Name: Charles R. Cortright, Jr.

Its:

Trustee

CORTRIGHT FAMILY TRUST, DATED MAY

13, 1998

Name: Angela Claire Cortright

Its:

Trustee

# DAMIDIE A

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
CN02829871.3	CN	12/16/2002	Data Storage Devices Having IP Capable Partitions
			William Frank Charles Ludwig T
CN02829872.1	CN	12/16/2002	Electric Equipment With
			Improvement Communication
			William Frank Charles Ludwig T
CN02829873.X	CN	12/16/2002	Communication Protocols,
			Systems And Methods
			William Frank Charles Ludwig T
EP02797353.6	EP	12/16/2002	Electrical Devices With Improved
			Communication
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
EP02797354.4	EP	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Frank Charles; Ludwig Thomas;
CH1561306	CII	2/7/2007	Hanan Thomas; Babbitt William
(CH02808140.4)	CH	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
(0.102000110.1)		(12/10/2002)	Systems / the Wethous
			Frank Charles; Ludwig Thomas;
FR1561306	FR	3/7/2007	Hanan Thomas; Babbitt William Communication Protocols,
(FR02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
GB1561306	GB	3/7/2007	Communication Protocols,
(GB02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles: Ludwig Thomas:
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
IE1561306	1E	3/7/2007	Communication Protocols,
(IE02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
IT1561306	IT	3/7/2007	Communication Protocols,
(IT02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
NL1561306 (NL02808140.4)	NL	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
(14602000140.4)		(12/10/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
ED00040445.5		40/40/0000	Hanan Thomas; Babbitt William
EP06016115.5	EP	12/16/2002	Communication Protocols, Systems And Methods
			Systems / wid wisthous

PATENT REEL: 064144 FRAME: 0545

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> Inventor
			Frank Charles; Ludwig Thomas;
7,170,890	US	1/30/2007	Hanan Thomas; Babbit William
(10/472,800)	03	(12/16/2002)	Electrical Devices With Improved Communication
		, , ,	
			Frank, Charles; Ludwig, Thomas;
10/763,099	US	1/21/2004	Hanan, Thomas; Babbitt, William  Multicast Communication
,		1/21/2004	Protocols, Systems And Methods
10/791,338	US	3/1/2004	Charles Frank
167761,000	03	3/1/2004	Communication Protocols, Systems And Methods
			Systems / the Methods
10/472 712	110		Charles Frank
10/473,713	US	3/3/2004	Communication Protocols,
			Systems And Methods
			Charles Frank
10/473,509	US	3/25/2004	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
11/139,206	US	5/26/2005	Virtual Devices And Virtual Bus
			Tunnels Modules And Methods
			Charles Frank
11/242,985	US	10/3/2005	Methods Of Conveying
			Information Using Fixed Sized
			Packets
			Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device Adapter
			Charles Frank
11/243,143	US	10/3/2005	Charles Frank Disk Drive Partitioning Methods
		10,0,200	Blok Brive Fartitioning Methods
7.404.404			Charles Frank
7,184,424 (11/243,573)	US	2/27/2007 (10/4/2005)	Multiplexing Storage Element
(17240,070)		(10/4/2005)	Interface
			Frank, Charles; Ludwig, Thomas;
11/243,686	110	40/4/0005	Hanan, Thomas; Babbitt, William
11/243,000	US	10/4/2005	Protocol Adapter For Electromagnetic Device Elements
			Liection agrietic Device Elements
44/004 004			Charles Frank
11/304,304	US	12/14/2005	Stateless Accelerator Modules
			And Methods
			Mark Adams
11/305,679	US	12/16/2005	Systems And Methods For
			Deriving Storage Area
			Commands
			Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,

Page 5 of 10

PATENT REEL: 064144 FRAME: 0546

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
			Systems And Methods
11/399,110	US	4/E/2000	Charles Frank
117339,110	03	4/5/2006	Electrical Devices With Improved Communication
			Communication
			Charles Frank
11/435,239	US	5/10/2006	Methods Of Resolving Datagram
			Corruption Over An
			Internetworking Protocol
			Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having Ip
			Corresponding Partition
			Frank Charles Ludwig Theres
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
11/479,711	US	6/30/2006	Providing Redundancy For A
			Device Within A Network
			Obs. I. E. I.
JP2006-224934	JP	8/22/2006	Charles Frank Communications Protocols,
		0/22/2000	Systems And Methods
			Frank Charles; Ludwig Thomas;
JP2006-239815	JP	9/5/2006	Hanan Thomas; Babbitt William Electrical Apparatus With
		3/0/2000	Improved Communication
			Function
			Frank Charles; Ludwig Thomas;
PCT/US07/08896	wo	4/10/2007	Hanan Thomas; Babbitt William  Methods Of Resolving Datagram
			Corruption Over An
			Internetworking Protocol
			Charles Frank
11/173,765	US	7/1/2005	Charles Frank Topology Independent Storage
· · · · · · · · · · · · · · · · · · ·		77 172000	Arrays And Methods
TW94131312	TM	0/40/0005	Thomas Ludwig
10094131312	TW	9/12/2005	Topology Independent Storage Arrays And Methods
			Arrays And Methods
			Ludwig Thomas Earl; Frank
44/005 005	110	040/0005	Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And Access Methods
			Access Methods
			Thomas Ludwig
PCT/US07/14572	WO	6/20/2007	Generating Storage System
			Commands
			Adams Mark: Ludwig Thomas
			Adams Mark; Ludwig Thomas Earl; Baughman Samuel K;
			Witchey Nicholas; Sadry Nauzad
11/472,198	US	6/20/2006	Generating Storage System

**PATENT** Page 6 of 10 REEL: 064144 FRAME: 0547;

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
			Commands
			Mark Adams
11/246,721	US	10/6/2005	Resource Command Messages
			And Methods
1602/DELNP/05	IN	11/12/2002	Mark Adams
	"'`	11/12/2002	Communications Protocols, Systems and Methods
			Typicinis and mounds
11/243,116	110	44/40/0000	Charles Frank
11/243,116	US	11/12/2002	Adapted Disk Drives Executing Instructions of I/O Command
			Processing
1600/DELNP/05	IN	11/12/2002	Charles Frank
1000/BEEN 703	IIN	11/12/2002	Data Storage Devices Having IP Capable Partitions
			Capable Faithors
			Charles Frank
1601/DELNP/05	IN	11/12/2002	Electrical Devices with Improved
			Communication
			Charles Frank
TW94127547	TW	08/12/05	Virtual Devices And Virtual Bus
			Tunnels Moduls And Methods
			Charles Frank
DE60218758	DE	3/7/2007	Communication Protocols,
(DE20026018785T)			systems and methods
			Charles Frank Thomas Ludwin
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit
60/425,867	US	11/12/2002	Data Communication And
			Storage Methods And Devices
			Charles Frank
JP2004-0551381	JP	12/16/2002	Electrical Devices With Improved
			Communication
			Charles Frank
JP2004-0551382	JP	12/16/2002	Charles Frank  Data Storage Devices Having Ip
		12/10/2002	Capable Partitions
JP2004-0551383	JP	12/16/2002	Charles Frank
01 2004-000 1000	JF	12/10/2002	Communication Protocols, Systems And Methods
			Systems / and Wishings
DOT/U000/40400	10/0	10412/22	Charles Frank
PCT/US02/40198	wo	12/16/2002	Electrical Devices With Improved
			Communication
			Frank Charles; Ludwig Thomas;
DOT#1000/10100			Hanan Thomas; Babbitt William
PCT/US02/40199	wo	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions

Page 7 of 10 PATENT

REEL: 064144 FRAME: 0548

Datant or Application No.	Carratur	Filler or Dark	Title of Patent and First Named
Patent or Application No.	Country	Filing Date	Inventor
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US02/40205	WO	12/16/2002	Communication Protocols,
			Systems And Methods
			Frank Charles; Ludwig Thomas;
20/144 700			Hanan Thomas; Babbitt William
60/441,739	US	12/16/2002	Multicast Communication
			Protocols, Systems And Methods
			Charles Frank
60/640,763	US	12/29/2004	High Speed Search Of Pre
			Stored Binary Data
			Mark Adams
60/640,764	US	12/29/2004	Micro Kernel
			Marie Adam
60/791,051	US	4/10/2006	Mark Adams  Methods Of Reliable Datagram
00,701,001		4/10/2000	Transfer Over An Internetwork
			Protocol
			Charles Frank
60/662,069	US	3/14/2005	Charles Frank  Redundant Disk Array
		0/11/2000	Topographies
PCT/US05/28335	wo	8/9/2005	William Frank
1 0 17 0 0 0 0 7 2 0 0 0 0	***	0/9/2003	Topology Independent Storage Arrays And Methods
			Tarayer and meaneds
			Ludwig Thomas Earl; Frank
PCT/US05/36022	WO	10/6/2005	Charles William
1 01/0003/00022	***	10/0/2003	Disaggregated Resources And Access Methods
			Ludwig Thomas Earl; Adams
200580002678.2	CN	1/19/2005	Mark Multicast Communications
20000002070.2		1719/2003	Protocols, Systems and Methods
			, systems and mountain
05711500.0		1/2 1/2 2 2	Charles Frank
05711582.6	EP	1/21/2003	Multicast Communications  Protocols, Systems and Mathada
			Protocols, Systems and Methods
			Charles Frank
2570/DELNP/2006	IN	1/21/2003	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
PCT/US2005/01542	PCT	1/21/2003	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
PCT/US05/18907	PCT	5/26/2005	Virtual Devices and Virtual Bus
			Tunnels, Modules and Methods
			Objects 5
			Charles Frank

PATENT REEL: 064144 FRAME: 0549;

			Title of Patent and First Named
Patent or Application No.	Country	Filing Date	Inventor
95127075	TW	8/16/2005	Disaggregated Resources and Access Methods
			Mark Adams
PCT/US05/36026	PCT	10/6/2005	Resource Command Messages and Methods
			Mark Adams
EP1561306 (EP02808140.4)	EP	3/7/2007	Communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit
JP2006544149	JP	1/19/2005	Multicast communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit

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REEL: 064144 FRAME: 0550;

### Exhibit B

# AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is made on December 21, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Charles R. Cortright, Jr. and Angela Claire Cortright, Trustees of the Cortright Family Trust, dated May 13, 1998 ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on June 15, 2007 to provide security for repayment of a \$550,000 loan.
- B. Secured Party has agreed to make additional loans up to \$250,000, at Secured Party's sole discretion, with an initial advance of \$100,000 on the date hereof, to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$550,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note, each in favor of Secured Party and dated June 15, 2007 and December 21, 2007, respectively, and any additional promissory notes reflecting up to \$150,000 (the \$550,000 note, the \$100,000 note and any additional notes are collectively referred to as the 'Note') of additional advances by Secured Party to Debtor ('Secured Debt')."

2. **General**. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

### ZETERA CORPORATION

By: 

Steven Waszak, Chief Operating and Financial Officer

Charles R. Cortright, Jr., Trustee of the Cortright

Family Trust, dated May 13, 1998

Angela Claire Cortright, Trustee of the Cortright

Family Trust, dated May 13, 1998

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:20 AM 04/18/2008
INITIAL FILING # 2007 2242492
AMENDMENT # 2008 1357787
SPV: 080447148

		AMENUMENT SRV	# 200 : 0804471
CC FINANCING STATEMENT AMEND	MENT		
LLOW INSTRUCTIONS (front and back) CAREFULLY			
NAME & PHONE OF CONTACT AT FILER (optional)			
SEND ACKNOWLEDGEMENT TO: (Name and Address)			
John Hamilton, Jr.	<u> </u>		
Rutan & Tucker, LLP 611 Anton Blvd., 14th Floor	`		
Costa Mesa, CA 92626			
1			
NUT ALL COLUMN	THE AB	OVE SPACE IS FOR FILING OFFICE	E USE ONLY
INITIAL FINANCING STATEMENT FILE # 2007	2242492	10 This FINANCING STAT	FMENT AMENDME
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TERMINATION: Effectiveness of the Financing Statement idenli CONTINUATION: Effectiveness of the Financing Statement iden continued for the additional period provided by applicable law.	ntified above with respect to security interest(s) of the	erest(s) of the Secured Party authorizing this	Termination State
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PATENT REEL: 064144 FRAME: 0552;

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

# **CONVEYING PARTY DATA**

Name	Execution Date
CORTRIGHT FAMILY TRUST, DATED MAY 13, 1998	04/18/2008

# RECEIVING PARTY DATA

Name:	ZETERA CORPORATION
Street Address:	16842 Von Karman Avenue, Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92606

# PROPERTY NUMBERS Total: 27

Property Type	Number	
Application Number:	10473713	
Application Number:	10791338	
Application Number:	11243116	
Application Number:	11242985	
Application Number:	11344874	
Application Number:	10473509	
Application Number:	11243143	
Application Number:	11243137	
Application Number:	11479711	
Application Number:	10472800	
Application Number:	11243686	
Application Number:	11243573	
Application Number:	11399110	
Application Number:	10763099	
Application Number:	11304304	
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REEL: 064144 FRAME: 0553;

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Application Number:	11305679
Application Number:	11139206
Application Number:	11173765
Application Number:	11205895
Application Number:	11472198
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

### **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

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

Phone: 949-253-0944
Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish, Fish & Associates, PC

Address Line 1: 2603 Main Street, Suite 1050
Address Line 4: Irvine, CALIFORNIA 92614-6232

ATTORNEY DOCKET NUMBER: 022153.0003

NAME OF SUBMITTER: Robert D. Fish

## **Total Attachments: 13**

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PATENT REEL: 064144 FRAME: 0554;

# RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 18, 2008, is by Warburg Pincus Private Equity VIII, L.P. together with its successors ("Assignee").

- WHEREAS, pursuant to (1) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 019927/0793. (2) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 003634/0502, (3) unrecorded Amendment To Security Agreement dated November 7, 2007, a true and correct copy of which is attached hereto as Exhibit B, and (4) unrecorded Second Amendment To Security Agreement dated December 12, 2007. a true and correct copy of which is attached hereto as Exhibit C, Zetera Corporation ("Grantor") granted to Assignee a security interest in and to all of its then-owned or thereafter acquired right, title and interest in the intellectual property and other related assets (the "Collateral"), listed on the attached Exhibit A.
- WHEREAS, Grantor requests Assignee to release any and all right, title and interest B. in and to the Patent Rights (as defined below) and Assignee wish to release any and all such right. title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignee does hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

- (a) the patents, patent applications, and provisional patent applications (the "Patents"); and
- (b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
- (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "Patent Rights").

PATENT REEL: 064144 FRAME: 0555, Assignee hereby authorizes Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Assignee in the Patents Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Assignee and its successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of Delaware notwithstanding the express selection of the laws of the State of Delaware, Assignee acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Assignee is nonetheless giving up its rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Warburg Pincus Private Equity VIII, L.P. has caused this Release to be executed as of the date set forth above.

WARB	JRG PINCUS PRIVATE EQUITY VIII, L.P.  ABURG DIVERT PARTICION ( TO GENERAL PARTIES  LAS US & SINGLAT O CE, 175 MONAGINA MEMBER  LES 175 MONAGINA ME	•
Ву: —	12 fg '	K
Name:	BARSYTAYLOR	
Tte.	MARTHER	

# Exhibit A

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> <u>Inventor</u>
CN02829871.3	CN	12/16/2002	Data Storage Devices Having IP Capable Partitions
			William Frank Charles Ludwig T
CN02829872.1	CN	12/16/2002	Electric Equipment With Improvement Communication
			William Frank Charles Ludwig T
CN02829873.X	CN	12/16/2002	Communication Protocols, Systems And Methods
			William Frank Charles Ludwig T
EP02797353.6	EP	12/16/2002	Electrical Devices With Improved Communication
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
EP02797354.4	EP	12/16/2002	Data Storage Devices Having Ip Capable Partitions
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
CH1561306 (CH02808140.4)	СН	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
FR1561306 (FR02808140.4)	FR	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
GB1561306	GB	3/7/2007	Communication Protocols,
(GB02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
IE1561306 (IE02808140.4)	IE	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
IT1561306	IT	3/7/2007	Communication Protocols,
(IT02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
NL1561306 (NL02808140.4)	NL	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas;
EP06016115.5	EP	12/16/2002	Hanan Thomas; Babbitt William  Communication Protocols,
L. 00010110.0	<u></u>	12/10/2002	Systems And Methods

Page 3 of 12

PATENT REEL: 064144 FRAME: 0557)

Patent or Application No.	Country	Filing Date	Inventor
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbit William
7,170,890	US	1/30/2007	Electrical Devices With Improved
(10/472,800)		(12/16/2002)	Communication
			Frank, Charles; Ludwig, Thomas;
			Hanan, Thomas; Babbitt, William
10/763,099	US	1/21/2004	Multicast Communication
			Protocols, Systems And Methods
			Charles Frank
10/791,338	US	3/1/2004	Communication Protocols, Systems And Methods
			Cystems / and Metalous
40/470 740	- 110	0/0/0004	Charles Frank
10/473,713	US	3/3/2004	Communication Protocols, Systems And Methods
			Systems And Methods
			Charles Frank
10/473,509	US	3/25/2004	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
11/139,206	US	5/26/2005	Virtual Devices And Virtual Bus
			Tunnels Modules And Methods
			Charles Frank
11/242,985	US	10/3/2005	Methods Of Conveying
			Information Using Fixed Sized Packets
			1 donoto
44/040 407	110	40/0/0005	Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device Adapter
			Charles Frank
11/243,143	US	10/3/2005	Disk Drive Partitioning Methods
			Charles Frank
7,184,424	US	2/27/2007	Multiplexing Storage Element
(11/243,573)		(10/4/2005)	Interface
			Frank, Charles; Ludwig, Thomas;
			Hanan, Thomas; Babbitt, William
11/243,686	US	10/4/2005	Protocol Adapter For
			Electromagnetic Device Elements
			Charles Frank
11/304,304	US	12/14/2005	Stateless Accelerator Modules
			And Methods
			Mark Adams
11/305,679	US	12/16/2005	Systems And Methods For
			Deriving Storage Area Commands
			Commanus
44/044.07	116	1011222	Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> <u>Inventor</u>
			Systems And Methods
			Charles Frank
11/399,110	US	4/5/2006	Electrical Devices With Improved Communication
			Charles Frank
11/435,239	US	5/10/2006	Methods Of Resolving Datagram
			Corruption Over An Internetworking Protocol
			Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having Ip Corresponding Partition
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
11/479,711	US	6/30/2006	Providing Redundancy For A Device Within A Network
			Charles Frank
JP2006-224934	JP	8/22/2006	Communications Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
JP2006-239815	JP	9/5/2006	Electrical Apparatus With Improved Communication Function
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US07/08896	WO	4/10/2007	Methods Of Resolving Datagram
			Corruption Over An
			Internetworking Protocol
			Charles Frank
11/173,765	US	7/1/2005	Topology Independent Storage Arrays And Methods
			Thomas Ludwig
TW94131312	TW	9/12/2005	Topology Independent Storage Arrays And Methods
			Ludwig Thomas Earl; Frank Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And
		3/10/2000	Access Methods
DOT/11007/44570	14/0	0/00/2027	Thomas Ludwig
PCT/US07/14572	WO	6/20/2007	Generating Storage System Commands
			Adams Mark; Ludwig Thomas
			Earl; Baughman Samuel K;
11/472,198	US	6/20/2006	Witchey Nicholas; Sadry Nauzad Generating Storage System
		0,20,200	Commands

Page 5 of 12

PATENT

**REEL: 064144 FRAME: 0559** 

Patent or Application No.	Country	Filing Date	Title of Patent and First Named
ratent of Application No.	Country	Filling Date	Inventor
			Mark Adams
11/246,721	US	10/6/2005	Resource Command Messages
			And Methods
77.70			Mark Adams
1602/DELNP/05	IN	11/12/2002	Communications Protocols,
			Systems and Methods
			Charles Frank
11/243,116	US	11/12/2002	Adapted Disk Drives Executing
			Instructions of I/O Command Processing
			Frocessing
			Charles Frank
1600/DELNP/05	IN	11/12/2002	Data Storage Devices Having IP
			Capable Partitions
			Charles Frank
1601/DELNP/05	IN	11/12/2002	Electrical Devices with Improved
			Communication
			Charles Frank
TW94127547	TW	08/12/05	Virtual Devices And Virtual Bus
			Tunnels Moduls And Methods
			Charles Frank
DE60218758	DE	3/7/2007	Communication Protocols,
(DE20026018785T)			systems and methods
			Charles Frank, Thomas Ludwig,
			Thomas Hanan, William Babbit
60/425,867	US	11/12/2002	Data Communication And
			Storage Methods And Devices
			Charles Frank
JP2004-0551381	JP	12/16/2002	Electrical Devices With Improved
			Communication
			Charles Frank
JP2004-0551382	JP	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
JP2004-0551383	JP	12/16/2002	Communication Protocols,
			Systems And Methods
			Charles Frank
PCT/US02/40198	WO	12/16/2002	Electrical Devices With Improved
			Communication
			Frank Charles; Ludwig Thomas;
) - 1 - 10 F(A11400 - M.			Hanan Thomas; Babbitt William
PCT/US02/40199	WO	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William

Page 6 of 12

Patent or Application No.	Country	Eilina Data	Title of Patent and First Named
	111111111111111111111111111111111111111	Filing Date	Inventor
PCT/US02/40205	wo	12/16/2002	Communication Protocols,
			Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
60/441,739	US	12/16/2002	Multicast Communication
			Protocols, Systems And Methods
			Charles Frank
60/640,763	US	12/29/2004	
00/040,700	03	12/29/2004	High Speed Search Of Pre Stored Binary Data
			Mark Adams
60/640,764	US	12/29/2004	Micro Kernel
			Mark Adams
60/791,051	US	4/10/2006	Methods Of Reliable Datagram
33,7 0 1,00 1		7/10/2000	Transfer Over An Internetwork
			Protocol
			FIOLOCOI
20/200			Charles Frank
60/662,069	US	3/14/2005	Redundant Disk Array
			Topographies
			William Frank
PCT/US05/28335	WO	8/9/2005	Topology Independent Storage
			Arrays And Methods
			Ludwig Thomas Earl; Frank
			Charles William
PCT/US05/36022	WO	10/6/2005	Disaggregated Resources And
			Access Methods
			Ludwig Thomas Earl; Adams
			Mark
200580002678.2	CN	1/19/2005	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
05711582.6	EP	1/21/2003	Multicast Communications
007 1 1002.0		172172000	Protocols, Systems and Methods
			Charles Frank
2570/DELNP/2006	IN	1/21/2003	Multicast Communications
	,,,	1,21,2000	Protocols, Systems and Methods
			Charles Frank
PCT/US2005/01542	PCT	1/21/2003	Multicast Communications
			Protocols, Systems and Methods
			Charles Frank
PCT/US05/18907	PCT	5/26/2005	Virtual Devices and Virtual Bus
1 0 17 0 0 0 0 7 10 0 0 1	101	0,20,200	Tunnels, Modules and Methods
			Charles Frank
95127075	TW	8/16/2005	Disaggregated Resources and
55121010	1 4 4	0/10/2003	Access Methods
			ACCCCC METHORS

Page 7 of 12

PATENT

REEL: 064144 FRAME: 0561;

			Title of Patent and First Named
Patent or Application No.	Country	Filing Date	Inventor
			Mark Adams
PCT/US05/36026	PCT	10/6/2005	Resource Command Messages and Methods
			Mark Adams
EP1561306 (EP02808140.4)	EP	3/7/2007	Communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit
JP2006544149	JP	1/19/2005	Multicast communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit

### EXHIBIT B

# AMENDMENT TO SECURITY AGREEMENT

This Amendment to Sccurity Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. General. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

Ву:	Le lu Mall
1	Steven Waszak, Chief Operating and Financial Officer
WA	RBURG PINCUS PRIVATE EQUITY VIII, L.P.
Ву:	Warburg Pincus Partners LLC, its General Partner
Ву:	Warburg Pincus & Co.,
	its Managing Member
Ву:	
]	Barry Taylor, Partner

ZETERA CORPORATION

### AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

ZETERA CORPORATION
By:
Steven Waszak, Chief Operating and Financial Officer
WARBURG PINCUS PRIVATE EQUITY VIII, L.P.
By: Warburg Pincus Partners LLC, its General Partner
By: Warburg Pincus & Co.,
By: Barry Taylor, Partner

Page 10 of 12

### EXHIBIT C

# SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("<u>Security Agreement</u>") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- B. Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

ZETERA CORPORATION
By: Charles R. Cortright, Jr., Chief Executive Officer
WARBURG PINCUS PRIVATE EQUITY VIII, L.
By: Warburg Pincus Partners LLC, its General Partner
By: Warburg Pincus & Co.,
its Managing Member
By:Barry Taylor, Partner

PATENT REEL: 064144 FRAME: 0565,

# SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("<u>Security Agreement</u>") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- B. Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

# By: Charles R. Cortright, Jr., Chief Executive Officer WARBURG PINCUS PRIVATE EQUITY VIII, L.P. By: Warburg Pincus Partners LLC, its General Partner By: Warburg Pincus & Co., its Managing Member By: Barry Taylor, Partner

ZETERA CORPORATION

DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 10:23 AM 04/18/2008 INITIAL FILING # 2007 3679064 AMENDMENT # 2008 1357837 SRV: 080447170 UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) John Hamilton, Jr. Rutan & Tucker, LLP 611 Anton Blyd., 14th Floor Costa Mesa, CA 92626 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19 INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] for recorded] in the REAL ESTATE RECORDS. 2007 3679064 2. M TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement 3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party sufficiency life Continuation Statement is continued for the additional period provided by applicable law. 4, ASSIGNMENT (full or partial): Give name of assignee in item 7s or 7b and address of assignee in item 7c, and also give name of assignor in item 9. 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor of Secured Party of record. Check only one of these two boxes. Also chack one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address. Please rater to the detailed instructions in regards to changing the name/address of a party. DELETE name. Give record name to be deleted in item 6a or 6b. ADD name. Complete item 7e or 7b, and also item 7c also complete items 7e-7g jif applicable). 6. CURRENT RECORD INFORMATION 6a. ORGANIZATION'S NAME OR 66 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 7a ORGANIZATION'S NAME OR 76 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 7d SEEINSTRUCTIONS ADDILINFO RE 7. TYPE OF ORGANIZATION 71. JURISDICTION OF ORGANIZATION ORGANIZATION To ORGANIZATIONAL ID# If any DEBTOR 8. AMENDMENT (COLLATERAL CHANGE). chack only one box. NONE Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignment). If this is an Assignment). If this is an Assignment). If this is an Assignment authorized by a Dobtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Dobtor, check here and enter name of DEBTOR authorizing this Amendment

Warburg Pincus Private Equity VIII, L.P.

But INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

PATENT REEL: 064144 FRAME: 0567)

RECORDED: 04/18/2008

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

# **CONVEYING PARTY DATA**

Name	Execution Date
WARBURG PINCUS PRIVATE EQUITY VIII, L.P.	04/18/2008

# RECEIVING PARTY DATA

Name:	ZETERA CORPORATION
Street Address:	16842 Von Karman Avenue, Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92606

# PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	10473509
Application Number:	10791338
Application Number:	11243116
Application Number:	11242985
Application Number:	11344874
Application Number:	10473713
Application Number:	11243143
Application Number:	11243137
Application Number:	11479711
Application Number:	10472800
Application Number:	11243686
Application Number:	11243573
Application Number:	11399110
Application Number:	10763099
Application Number:	11304304
	DATENT

PATENT

REEL: 064144 FRAME: 0568

500517672

Application Number:	11305679	
Application Number:	11139206	
Application Number:	11173765	
Application Number:	11205895	
Application Number:	11472198	
Application Number:	11246721	
Application Number:	60884057	
Application Number:	60884105	
Application Number:	60893935	
Application Number:	11435239	
Application Number:	60908363	
Application Number:	60914303	
Application Number:	11573418	
PCT Number:	US0536022	
PCT Number:	US0536026	
PCT Number:	US0708896	

### CORRESPONDENCE DATA

Fax Number: (949)253-9069

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

Phone: 949-253-0944
Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish, Fish & Associates, PC

Address Line 1: 2603 Main Street, Suite 1050
Address Line 4: Irvine, CALIFORNIA 92614-6232

ATTORNEY DOCKET NUMBER:	022153.0003		
NAME OF SUBMITTER:	Robert D. Fish		

# **Total Attachments: 13**

source=Security Interest Release (Warburg)#page1.tif source=Security Interest Release (Warburg)#page2.tif source=Security Interest Release (Warburg)#page3.tif source=Security Interest Release (Warburg)#page4.tif source=Security Interest Release (Warburg)#page5.tif source=Security Interest Release (Warburg)#page6.tif source=Security Interest Release (Warburg)#page7.tif source=Security Interest Release (Warburg)#page8.tif source=Security Interest Release (Warburg)#page9.tif source=Security Interest Release (Warburg)#page10.tif source=Security Interest Release (Warburg)#page11.tif source=Security Interest Release (Warburg)#page12.tif

PATENT REEL: 064144 FRAME: 0569; source=Security Interest Release (Warburg)#page13.tif

PATENT REEL: 064144 FRAME: 0570;

# RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 18, 2008, is by Warburg Pincus Private Equity VIII, L.P. together with its successors ("Assignee").

- WHEREAS, pursuant to (1) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 019927/0793. (2) a Security Agreement dated October 1, 2007, and filed with the United States Patent and Trademark Office on October 5, 2007 at Reel/Frame 003634/0502, (3) unrecorded Amendment To Security Agreement dated November 7, 2007, a true and correct copy of which is attached hereto as Exhibit B, and (4) unrecorded Second Amendment To Security Agreement dated December 12, 2007. a true and correct copy of which is attached hereto as Exhibit C, Zetera Corporation ("Grantor") granted to Assignee a security interest in and to all of its then-owned or thereafter acquired right, title and interest in the intellectual property and other related assets (the "Collateral"), listed on the attached Exhibit A.
- WHEREAS, Grantor requests Assignee to release any and all right, title and interest B. in and to the Patent Rights (as defined below) and Assignee wish to release any and all such right. title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignee does hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

- (a) the patents, patent applications, and provisional patent applications (the "Patents"); and
- (b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
- (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "Patent Rights").

PATENT REEL: 064144 FRAME: 0571, Assignee hereby authorizes Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Assignee in the Patents Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Assignee and its successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of Delaware notwithstanding the express selection of the laws of the State of Delaware, Assignee acknowledges that it is aware that it may hereafter discover facts different from or in addition to what it now knows, believes or suspects to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Assignee is nonetheless giving up its rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Warburg Pincus Private Equity VIII, L.P. has caused this Release to be executed as of the date set forth above.

WARBI	URG PINCUS PRIVATE EQUITY VIII, L.P.
13Y	WARE WELL SINEUT B' TO GENERAL PARTURE
By: —	100 fg '
Name:	BARSY TON VER
Its:	PARTHER

# Exhibit A

			Title of Patent and First Named
Patent or Application No.	Country	Filing Date	<u>Inventor</u>
CN02829871.3	CN	12/16/2002	Data Storage Devices Having IP Capable Partitions
			William Frank Charles Ludwig T
CN02829872.1	CN	12/16/2002	Electric Equipment With Improvement Communication
			William Frank Charles Ludwig T
CN02829873.X	CN	12/16/2002	Communication Protocols, Systems And Methods
			William Frank Charles Ludwig T
EP02797353.6	EP	12/16/2002	Electrical Devices With Improved Communication
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
EP02797354.4	EP	12/16/2002	Data Storage Devices Having Ip Capable Partitions
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
CH1561306 (CH02808140.4)	СН	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
FR1561306 (FR02808140.4)	FR	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
GB1561306	GB	3/7/2007	Communication Protocols,
(GB02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
IE1561306 (IE02808140.4)	IE	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
IT1561306 (IT02808140.4)	IT	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
NL1561306 (NL02808140.4)	NL	3/7/2007 (12/16/2002)	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
EP06016115.5	EP	12/16/2002	Communication Protocols, Systems And Methods

Page 3 of 12

PATENT REEL: 064144 FRAME: 0573)

Patent or Application No.	Country	Filing Date	Inventor
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbit William
7,170,890	US	1/30/2007	Electrical Devices With Improved
(10/472,800)		(12/16/2002)	Communication
			Frank, Charles; Ludwig, Thomas;
10/700 000			Hanan, Thomas; Babbitt, William
10/763,099	US	1/21/2004	Multicast Communication
			Protocols, Systems And Methods
			Charles Frank
10/791,338	US	3/1/2004	Communication Protocols, Systems And Methods
			Charles Frank
10/473,713	US	3/3/2004	Communication Protocols,
			Systems And Methods
			Charles Frank
10/473,509	US	3/25/2004	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
11/139,206	US	5/26/2005	Virtual Devices And Virtual Bus
			Tunnels Modules And Methods
			Charles Frank
11/242,985	US	10/3/2005	Methods Of Conveying
			Information Using Fixed Sized Packets
			Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device Adapter
			Charles Frank
11/243,143	US	10/3/2005	Disk Drive Partitioning Methods
			Charles Frank
7,184,424	US	2/27/2007	Multiplexing Storage Element
(11/243,573)		(10/4/2005)	Interface
			Frank, Charles; Ludwig, Thomas;
			Hanan, Thomas, Babbitt, William
11/243,686	US	10/4/2005	Protocol Adapter For
			Electromagnetic Device Elements
11/001.001		10/14/63 2 =	Charles Frank
11/304,304	US	12/14/2005	Stateless Accelerator Modules
			And Methods
44/005.070		1011-1	Mark Adams
11/305,679	US	12/16/2005	Systems And Methods For
			Deriving Storage Area
			Commands
11/3// 87/	116	1/21/2006	Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> <u>Inventor</u>
			Systems And Methods
			Charles Frank
11/399,110	US	4/5/2006	Electrical Devices With Improved Communication
			Charles Frank
11/435,239	US	5/10/2006	Methods Of Resolving Datagram
			Corruption Over An Internetworking Protocol
			Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having Ip Corresponding Partition
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
11/479,711	US	6/30/2006	Providing Redundancy For A Device Within A Network
			Charles Frank
JP2006-224934	JP	8/22/2006	Communications Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
JP2006-239815	JP	9/5/2006	Electrical Apparatus With
			Improved Communication Function
			Frank Charles; Ludwig Thomas;
PCT/US07/08896	WO	4/10/2007	Hanan Thomas; Babbitt William
FC1/0301/08690	WO	4/10/2007	Methods Of Resolving Datagram Corruption Over An
			Internetworking Protocol
11/170 705			Charles Frank
11/173,765	US	7/1/2005	Topology Independent Storage Arrays And Methods
			Thomas Ludwig
TW94131312	TW	9/12/2005	Topology Independent Storage Arrays And Methods
			Ludwig Thomas Earl; Frank
11/205 905	LIC	0/40/000	Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And Access Methods
			Thomas Ludwig
PCT/US07/14572	WO	6/20/2007	Generating Storage System Commands
			Adams Mark; Ludwig Thomas
			Earl; Baughman Samuel K;
11/472,198	US	6/20/2006	Witchey Nicholas; Sadry Nauzad
111412,130	03	0/20/2000	Generating Storage System Commands

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PATENT

**REEL: 064144 FRAME: 0575** 

Patent or Application No.	Country	Filing Date	Title of Patent and First Named
ratent of Application No.	Country	Filling Date	Inventor
			Mark Adams
11/246,721	US	10/6/2005	Resource Command Messages
			And Methods
			Mark Adams
1602/DELNP/05	IN	11/12/2002	Communications Protocols,
			Systems and Methods
			Charles Frank
11/243,116	US	11/12/2002	Adapted Disk Drives Executing
			Instructions of I/O Command Processing
			riocessing
4000/DELNID/05			Charles Frank
1600/DELNP/05	IN	11/12/2002	Data Storage Devices Having IP
			Capable Partitions
1000			Charles Frank
1601/DELNP/05	IN	11/12/2002	Electrical Devices with Improved
			Communication
			Charles Frank
TW94127547	TW	08/12/05	Virtual Devices And Virtual Bus
			Tunnels Moduls And Methods
			Charles Frank
DE60218758	DE	3/7/2007	Communication Protocols,
(DE20026018785T)			systems and methods
			Charles Frank, Thomas Ludwig,
			Thomas Hanan, William Babbit
60/425,867	US	11/12/2002	Data Communication And
			Storage Methods And Devices
	100		Charles Frank
JP2004-0551381	JP	12/16/2002	Electrical Devices With Improved
			Communication
			Charles Frank
JP2004-0551382	JP	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Charles Frank
JP2004-0551383	JP	12/16/2002	Communication Protocols,
			Systems And Methods
			Charles Frank
PCT/US02/40198	WO	12/16/2002	Electrical Devices With Improved
			Communication
			Frank Charles; Ludwig Thomas;
TANKA AND AND AND AND AND AND AND AND AND AN			Hanan Thomas; Babbitt William
PCT/US02/40199	wo	12/16/2002	Data Storage Devices Having Ip
			Capable Partitions
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William

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PATENT REEL: 064144 FRAME: 0576

Patent or Application No.		Filing Date	Title of Patent and First Named Inventor
PCT/US02/40205	WO	12/16/2002	Communication Protocols, Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
60/441,739	US	12/16/2002	Multicast Communication Protocols, Systems And Method
			Charles Frank
60/640,763	US	12/29/2004	High Speed Search Of Pre Stored Binary Data
			Mark Adams
60/640,764	US	12/29/2004	Micro Kernel
			Mark Adams
60/791,051	US	4/10/2006	Methods Of Reliable Datagram Transfer Over An Internetwork Protocol
			Charles Frank
60/662,069	US	3/14/2005	Redundant Disk Array Topographies
			William Frank
PCT/US05/28335	WO	8/9/2005	Topology Independent Storage Arrays And Methods
			Ludwig Thomas Earl; Frank Charles William
PCT/US05/36022	WO	10/6/2005	Disaggregated Resources And Access Methods
			Ludwig Thomas Earl; Adams Mark
200580002678.2	CN	1/19/2005	Multicast Communications Protocols, Systems and Method
			Charles Frank
05711582.6	EP	1/21/2003	Multicast Communications Protocols, Systems and Methods
			Charles Frank
2570/DELNP/2006	IN	1/21/2003	Multicast Communications Protocols, Systems and Method
			Charles Frank
PCT/US2005/01542	PCT	1/21/2003	Multicast Communications Protocols, Systems and Methods
DOT#1005/1000		F/00/1000	Charles Frank
PCT/US05/18907	PCT	5/26/2005	Virtual Devices and Virtual Bus Tunnels, Modules and Methods
			Charles Frank
95127075	TW	8/16/2005	Disaggregated Resources and Access Methods

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PATENT

REEL: 064144 FRAME: 0577;

			Title of Patent and First Named
Patent or Application No.	Country	Filing Date	Inventor
			Mark Adams
PCT/US05/36026	PCT	10/6/2005	Resource Command Messages and Methods
			Mark Adams
EP1561306 (EP02808140.4)	EP	3/7/2007	Communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit
JP2006544149	JP	1/19/2005	Multicast communication protocols, systems and methods
			Charles Frank, Thomas Ludwig, Thomas Hanan, William Babbit

### EXHIBIT B

## AMENDMENT TO SECURITY AGREEMENT

This Amendment to Sccurity Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. <u>General.</u> Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

ZETERA CORPORATION
By: A M Wash Chief Out in 15' 1000
Steven Waszak, Chief Operating and Financial Offi
WARBURG PINCUS PRIVATE EQUITY VIII, L.1
By: Warburg Pincus Partners LLC, its General Partner
By: Warburg Pincus & Co.,
its Managing Member
Ву:
Barry Taylor, Partner

#### AMENDMENT TO SECURITY AGREEMENT

This Amendment to Security Agreement is made on November 7, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007 to provide security for repayment of a \$225,000 loan.
- B. Secured Party has agreed to make an additional \$100,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured.</u> The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note and the \$100,000 Secured Convertible Promissory Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007 and November 7, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

ZETERA CORPORATION
By:
Steven Waszak, Chief Operating and Financial Officer
WARBURG PINCUS PRIVATE EQUITY VIII, L.P.
By: Warburg Pincus Partners LLC, its General Partner
By: Warburg Pincus & Co.,
By: Barry Taylor, Partner

#### EXHIBIT C

## SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("<u>Debtor</u>") and Warburg Pincus Private Equity VIII, L.P. ("<u>Secured Party</u>") with reference to the following.

- A. Debtor and Secured Party entered into a Security Agreement ("<u>Security Agreement</u>") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- B. Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- C. The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

1. <u>Obligations Secured</u>. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

2. <u>General</u>. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

ZETERA CORPORATION
By: Charles R. Cortright, Jr., Chief Executive Officer
WARBURG PINCUS PRIVATE EQUITY VIII, L.
By: Warburg Pincus Partners LLC, its General Partner
By: Warburg Pincus & Co.,
its Managing Member
By:Barry Taylor, Partner

REEL: 064144 FRAME: 0581

## SECOND AMENDMENT TO SECURITY AGREEMENT

This Second Amendment to Security Agreement is made on December 10, 2007, by and between Zetera Corporation ("Debtor") and Warburg Pincus Private Equity VIII, L.P. ("Secured Party") with reference to the following.

- Debtor and Secured Party entered into a Security Agreement ("Security Agreement") on October 1, 2007, as amended on November 7, 2007, to provide security for repayment of loans totaling \$325,000.
- Secured Party has agreed to make an additional \$50,000 loan to be secured pursuant to the Security Agreement.
- The parties desire to further amend the Security Agreement to reflect this additional loan and the security for the repayment thereof.

In consideration of the foregoing and the mutual covenants set forth below, Debtor and Secured Party hereby agree as follows:

Obligations Secured. The Security Agreement shall be amended by deleting Section 1 thereof and replacing it in its entirety with the following:

"The security interest granted by this Security Agreement shall secure payment of all sums due to Secured Party under the \$225,000 Secured Convertible Promissory Note, the \$100,000 Secured Convertible Promissory Note, and the \$50,000 Secured Convertible Note (collectively, "Note") each in favor of Secured Party and dated October 1, 2007, November 7, 2007, and December 10, 2007, respectively ("Secured Debt")."

General. Except as specifically set forth above, the Security Agreement shall remain unmodified and in full force and effect. This Second Amendment to Security Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

# Charles R. Cortright, Jr., Chief Executive Officer WARBURG PINCUS PRIVATE EQUITY VIII, L.P. By: Warburg Pincus Partners LLC, its General Partner By: Warburg Pincus & Co.,

ZETERA CORPORATION

PATENT REEL: 064144 FRAME: 0582:

DELAWARE DEPARTMENT OF STATE U.C.C. FILING SECTION FILED 10:23 AM 04/18/2008 INITIAL FILING # 2007 3679064 AMENDMENT # 2008 1357837 SRV: 080447170 UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional] B. SEND ACKNOWLEDGMENT TO: (Name and Address) John Hamilton, Jr. Rutan & Tucker, LLP 611 Anton Blyd., 14th Floor Costa Mesa, CA 92626 THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 19 INITIAL FINANCING STATEMENT FILE # 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] for recorded] in the REAL ESTATE RECORDS. 2007 3679064 2. M TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement 3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party sufficiency life Continuation Statement is continued for the additional period provided by applicable law. 4, ASSIGNMENT (full or partial): Give name of assignee in item 7s or 7b and address of assignee in item 7c, and also give name of assignor in item 9. 5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor of Secured Party of record. Check only one of these two boxes. Also chack one of the following three boxes and provide appropriate information in items 6 and/or 7. CHANGE name and/or address. Please rater to the detailed instructions in regards to changing the name/address of a party. DELETE name. Give record name to be deleted in item 6a or 6b. ADD name. Complete item 7e or 7b, and also item 7c also complete items 7e-7g jif applicable). 6. CURRENT RECORD INFORMATION 6a. ORGANIZATION'S NAME OR 66 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7. CHANGED (NEW) OR ADDED INFORMATION: 7a ORGANIZATION'S NAME OR 76 INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX 7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 7d SEEINSTRUCTIONS ADDILINFO RE 7. TYPE OF ORGANIZATION 71. JURISDICTION OF ORGANIZATION ORGANIZATION To ORGANIZATIONAL ID# If any DEBTOR 8. AMENDMENT (COLLATERAL CHANGE). chack only one box. NONE Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor. If this is an Assignment). If this is an Amendment authorized by a Dobtor which adds collateral or adds the authorizing Debtor, or if this is an Amendment authorized by a Dobtor which and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Warburg Pincus Private Equity VIII, L.P.

Hb. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10.0PTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

PATENT REEL: 064144 FRAME: 0583)

**RECORDED: 04/18/2008** 

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

## **CONVEYING PARTY DATA**

Name	Execution Date
THE FRANK REVOCABLE LIVING TRUST OF CHARLES W. FRANK AND KAREN L. FRANK	04/18/2008

## **RECEIVING PARTY DATA**

Name:	ZETERA CORPORATION	
Street Address:	16842 Von Karman Avenue, Suite 100	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92606	

## PROPERTY NUMBERS Total: 27

Property Type	Number
Application Number:	10473713
Application Number:	10791338
Application Number:	11243116
Application Number:	11242985
Application Number:	11344874
Application Number:	10473509
Application Number:	11243143
Application Number:	11243137
Application Number:	11479711
Application Number:	10472800
Application Number:	11243686
Application Number:	11243573
Application Number:	11399110
Application Number:	10763099
	DATENT

PATENT

REEL: 064144 FRAME: 0584)

500517637

Application Number:	11304304
Application Number:	11305679
Application Number:	11139206
Application Number:	11173765
Application Number:	11205895
Application Number:	11472198
Application Number:	11246721
Application Number:	60884057
Application Number:	60884105
Application Number:	60893935
Application Number:	11435239
Application Number:	60908363
Application Number:	60914303

## **CORRESPONDENCE DATA**

Fax Number: (949)253-9069

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

Phone: 949-253-0944
Email: rfish@fishiplaw.com

Correspondent Name: Robert D. Fish, Fish & Associates, PC

Address Line 1: 2603 Main Street, Suite 1050
Address Line 4: Irvine, CALIFORNIA 92614-6232

ATTORNEY DOCKET NUMBER:	022153.0003		
NAME OF SUBMITTER:	Robert D. Fish		

Total Attachments: 10

source=Security Interest Release (Frank)#page1.tif source=Security Interest Release (Frank)#page2.tif source=Security Interest Release (Frank)#page3.tif source=Security Interest Release (Frank)#page4.tif source=Security Interest Release (Frank)#page5.tif source=Security Interest Release (Frank)#page6.tif source=Security Interest Release (Frank)#page7.tif source=Security Interest Release (Frank)#page8.tif source=Security Interest Release (Frank)#page9.tif

source=Security Interest Release (Frank)#page10.tif

PATENT REEL: 064144 FRAME: 0585)

## RELEASE OF SECURITY INTEREST

This Release of Security Interest (this "Release"), dated as of April 18, 2008, is by Charles W. Frank Jr. and Karen L. Mamerow-Frank, Trustees of the Frank Revocable Living Trust of Charles W. Frank and Karen L. Frank, together with their successors ("Assignees").

- A. WHEREAS, pursuant to (1) a Security Agreement dated July 11, 2007, and filed with the United States Patent and Trademark Office on July 20, 2007 at Reel/Frame 019583/0681, and (2) a Security Agreement dated July 11, 2007, and filed with the United States Patent and Trademark Office on July 20, 2007 at Reel/Frame 003564/0912, Zetera Corporation ("*Grantor*") granted to Assignees a security interest in and to all of its then-owned or thereafter acquired right, title and interest in the intellectual property and other related assets (the "*Collateral*"), listed on the attached Exhibit A.
- B. WHEREAS, Grantor requests Assignees to release any and all right, title and interest in and to the Patent Rights (as defined below) and Assignees wish to release any and all such right, title, and interest.

NOW, THEREFORE, FOR VALUE RECEIVED, Assignees do hereby irrevocably and unconditionally release any and all right, title or interest of any kind that exists today and may exist in the future in and to the following intellectual property held as Collateral and all rights therein of any type or description including, without limitation:

- (a) the patents, patent applications, and provisional patent applications (the "Patents"); and
- (b) patents or patent applications (i) to which any of the Patents directly or indirectly claims priority, (ii) for which any of the Patents directly or indirectly forms a basis for priority, and/or (iii) that directly or indirectly incorporate by reference the Patents or are directly or indirectly incorporated by reference by the Patents; and
- (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and
- (d) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
- (e) any items in any of the foregoing categories (b) through (d) whether or not expressly listed as Patents and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like; and
- (f) all inventions, invention disclosures, and discoveries described in any item in any of the foregoing categories and all other rights arising out of such inventions, invention disclosures, and discoveries; and
- (g) all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories and the inventions, invention disclosures, and discoveries therein; and
- (h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patents and/or any item in any of the foregoing categories, including, without limitation, all causes of action and other enforcement rights for (1) damages, (2) injunctive relief, and (3) any other remedies of any kind for past, current, and future infringement; and
- (i) all rights to collect royalties and other payments under or on account of any of the Patents and/or any item in any of the foregoing categories (b) through (h) (collectively, the "Patent Rights").

PATENT REEL: 064144 FRAME: 0586 Assignees hereby authorize Grantor or Grantor's authorized representative to file UCC Financing Statement Amendment(s) with the applicable filing office(s) in order to memorialize the release of any security interest of Assignees in the Patents Rights.

This Release is governed by the law of the State of Delaware, excluding its choice of law principles to the contrary. This Release shall be binding upon Assignees and their successors and assigns and inures to the benefit of Grantor and its successors and assigns. To the extent a court of competent jurisdiction would apply the law of the State of California notwithstanding the express selection of the laws of the State of Delaware, Assignees acknowledge that they are aware that they may hereafter discover facts different from or in addition to what they now know, believe or suspect to be true with respect to the matters herein released, that such facts may give rise to claims, causes of action, damages, consequences or results that are unforeseen or unsuspected, and that Assignees are nonetheless giving up their rights, and the releases in this Release Agreement will be and remain in effect in all respects as complete, general releases, notwithstanding any such different or additional facts.

IN WITNESS WHEREOF, Assignees have caused this Release to be executed as of the date set forth above.

Its:

FRANK REVOCABLE LIVING TRUST OF CHARLES W. FRANK AND KAREN L. FRANK

FRANK REVOCABLE LIVING TRUST OF CHARLES W. FRANK AND KAREN L. FRANK

Name: Charles W. Frank Jr.

Name: Karen L. Mamerow-Frank

Its: Trustee

Trustee

# Exhibit A

<b>-</b>	_		<b>Title of Patent and First Named</b>
Patent or Application No.	Country	Filing Date	<u>Inventor</u>
CN02829871.3	CN	12/16/2002	Data Storage Devices Having IP Capable Partitions
			William Frank Charles Ludwig T
CN02829872.1	CN	12/16/2002	Electric Equipment With
			Improvement Communication
			William Frank Charles Ludwig T
CN02829873.X	CN	12/16/2002	Communication Protocols,
			Systems And Methods
			William Frank Charles Ludwig T
EP02797353.6	EP	12/16/2002	Electrical Devices With Improved Communication
			Frank Charles; Ludwig Thomas;
EP02797354.4	EP	12/16/2002	Hanan Thomas; Babbitt William
LI 02/0/004.4		12/10/2002	Data Storage Devices Having Ip Capable Partitions
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
CH1561306	CH	3/7/2007	Communication Protocols,
(CH02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
FR1561306	FR	3/7/2007	Communication Protocols,
(FR02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
OD4504000	-	0/7/0007	Hanan Thomas; Babbitt William
GB1561306 (GB02808140.4)	GB	3/7/2007	Communication Protocols,
(GB02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
IE1561306	IE	3/7/2007	Communication Protocols,
(IE02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
IT1561306	IT	3/7/2007	Hanan Thomas; Babbitt William Communication Protocols,
(IT02808140.4)	' '	(12/16/2002)	Systems And Methods
(1102000110.1)		(12/10/2002)	Cystems And Methods
			Frank Charles; Ludwig Thomas;
NII 4504000		0 17 10 0 0	Hanan Thomas; Babbitt William
NL1561306	NL	3/7/2007	Communication Protocols,
(NL02808140.4)		(12/16/2002)	Systems And Methods
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
EP06016115.5	EP	12/16/2002	Communication Protocols,
			Systems And Methods

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PATENT REEL: 064144 FRAME: 0589

Patent or Application No.	Country	Filing Date	<u>Title of Patent and First Named</u> <u>Inventor</u>
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbit William
7,170,890 (10/472,800)	US	1/30/2007 (12/16/2002)	Electrical Devices With Improved Communication
			Frank, Charles; Ludwig, Thomas; Hanan, Thomas; Babbitt, William
10/763,099	US	1/21/2004	Multicast Communication Protocols, Systems And Methods
			Charles Frank
10/791,338	US	3/1/2004	Communication Protocols, Systems And Methods
			Charles Frank
10/473,713	US	3/3/2004	Communication Protocols, Systems And Methods
			Charles Frank
10/473,509	US	3/25/2004	Data Storage Devices Having Ip Capable Partitions
11/139,206	US	E/20/2005	Charles Frank
11/139,200	05	5/26/2005	Virtual Devices And Virtual Bus Tunnels Modules And Methods
			Charles Frank
11/242,985	US	10/3/2005	Methods Of Conveying Information Using Fixed Sized Packets
			Charles Frank
11/243,137	US	10/3/2005	Legacy Storage Device Adapter
14/040 440	110	40/0/005	Charles Frank
11/243,143	US	10/3/2005	Disk Drive Partitioning Methods  Charles Frank
7,184,424 (11/243,573)	US	2/27/2007 (10/4/2005)	Multiplexing Storage Element Interface
(17/240,070)		(10/4/2003)	Interrace
			Frank, Charles; Ludwig, Thomas; Hanan, Thomas; Babbitt, William
11/243,686	US	10/4/2005	Protocol Adapter For Electromagnetic Device Elements
			Charles Frank
11/304,304	US	12/14/2005	Stateless Accelerator Modules And Methods
			Mark Adams
11/305,679	US	12/16/2005	Systems And Methods For Deriving Storage Area Commands
44/044.074			Mark Adams
11/344,874	US	1/31/2006	Low Level Storage Protocols,

Page 5 of 9

PATENT

REEL: 064144 FRAME: 0590;

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
			Systems And Methods
11/399,110	US	4/5/0000	Charles Frank
11/399,110	08	4/5/2006	Electrical Devices With Improved Communication
			Communication
			Charles Frank
11/435,239	US	5/10/2006	Methods Of Resolving Datagram
			Corruption Over An Internetworking Protocol
			Internetworking Protocol
			Charles Frank
JP2006-176153	JP	6/27/2006	Data Storage Device Having Ip
			Corresponding Partition
			Frank Charles; Ludwig Thomas;
			Hanan Thomas; Babbitt William
11/479,711	US	6/30/2006	Providing Redundancy For A
			Device Within A Network
			Charles Frank
JP2006-224934	JP	8/22/2006	Communications Protocols,
			Systems And Methods
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
JP2006-239815	JP	9/5/2006	Electrical Apparatus With
			Improved Communication
			Function
			Frank Charles: Ludwig Thomas
			Frank Charles; Ludwig Thomas; Hanan Thomas; Babbitt William
PCT/US07/08896	WO	4/10/2007	Methods Of Resolving Datagram
			Corruption Over An
			Internetworking Protocol
			Charles Frank
11/173,765	US	7/1/2005	Topology Independent Storage
			Arrays And Methods
			Thomas Ludwig
TW94131312	TW	9/12/2005	Topology Independent Storage
			Arrays And Methods
			Ludwig Thomas Earl; Frank Charles William
11/205,895	US	8/16/2005	Disaggregated Resources And
.=55,555		55.2500	Access Methods
PCT/US07/14572	WO	6/20/2007	Thomas Ludwig
FC1/0301/145/2	***	6/20/2007	Generating Storage System Commands
			Johnnands
			Adams Mark; Ludwig Thomas
			Earl; Baughman Samuel K;
11/472,198	US	6/20/2006	Witchey Nicholas; Sadry Nauzad Generating Storage System
111712,100	00	0/20/2000	Generating Storage System

PATENT REEL: 064144 FRAME: 0591;

Patent or Application No.	Country	Filing Date	Title of Patent and First Named Inventor
			Commands
			Mark Adams
11/246,721	US	10/6/2005	Resource Command Messages
,			And Methods
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