

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.


<p>1. Name of conveying party(ies): <u>Crosslayer Networks, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 20, 2003</u></p>	<p>2. Name and address of receiving party(ies) Name: <u>LSI Logic Corporation</u></p> <p>Internal Address: _____ Street Address: <u>1621 Barber Lane</u> City: <u>Milpitas</u> State: <u>CA</u> Zip: <u>95035</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>None</u></p>	<p>B. Trademark Registration No.(s) <u>2730685; 2738948</u></p>
Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nancy Bouch, Senior Paralegal</u> Internal Address: <u>Wilson Sonsini Goodrich & Rosati, PC</u> <u>1117-2-B</u> Street Address: <u>650 Page Mill Road</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94304</u></p>	<p>6. Total number of applications and registrations involved: -2-</p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>23-2415</u> (Ref.#1848.236) (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nancy Bouch  11/20/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **-5-**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$66.00 232416 2730685

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 20, 2003, is executed by Crosslayer Networks, Inc., a Delaware corporation (the "*Debtor*"), in favor of LSI Logic Corporation, a Delaware corporation (the "*Secured Party*").

A. Reference is made to a Security Agreement, dated as of November 20, 2003 (as amended, modified or otherwise supplemented from time to time, the "*Security Agreement*"), by and among Debtor, Secured Party and Alliance Ventures IV, LP.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "*Trademarks*");

C. Schedules 1-A and 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, of any addition or change which is necessary to be made to Schedules 1-A and 1-B in order to maintain such schedules completeness or accuracy, and, further, Debtor shall provide such notice to Secured Party within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than thirty (30) days following the date of such event.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.


Secured Party's address is: LSI Logic Corporation
1621 Barber Lane
Milpitas, CA 95035

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IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

CROSSLAYER NETWORKS, INC.

By: 
Ahmad Esmail
President and Chief Executive Officer

SCHEDULE I-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>
SILICONQOS	2,730,685
CROSSLAYER NETWORKS SILICON SOLUTIONS FOR TOMORROW'S NETWORKS	2,738,948

SCHEDULE I-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>
None	