

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DataDirect Networks, Inc.		04/28/2006	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	Citicorp USA, Inc.
Street Address:	One Court Square
Internal Address:	29th Floor
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11120
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2764691	GALEFORCE
Registration Number:	2808944	SAN DATADIRECTOR
Registration Number:	2776002	SAN DATA DIRECTOR
Serial Number:	76476767	SWIFTCLUSTER
Serial Number:	76476764	PETACLUSTER
Serial Number:	75855066	SANAPPLIANCE
Serial Number:	75855083	SAN Traffic Director
Serial Number:	76051335	DATADIRECT NETWORKS
Serial Number:	75855070	SAN Data Manager

**CORRESPONDENCE DATA**

Fax Number: (310)229-1972  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3107881272

CH \$240.00 2764691

Email: jehrlich@kayescholer.com  
Correspondent Name: Kaye Scholer LLP, Attn: Judi Ehrlich  
Address Line 1: 1999 Avenue of the Stars  
Address Line 2: Suite 1700  
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	11271-0054 #2021
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/Judi Ehrlich/
Date:	05/09/2006

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement") is entered into as of April 28, 2006 by and between DataDirect Networks, Inc., a California corporation ("Borrower"), with its chief executive office located at 9320 Larline Ave., Chatsworth, CA 91311, and Citicorp USA, Inc., a Delaware corporation, in its capacity as agent for the "Lenders" (as such term is defined in the Loan Agreement referred to below) (the "Agent").

### RECITALS

WHEREAS, Borrower has entered into that certain Loan and Security Agreement, dated as of April 29, 2006, among the Agent, Borrower and the lenders from time to time a party thereto (as may be amended, modified supplemented or replaced from time to time, the "Loan Agreement"), pursuant to which the Lenders agreed to make certain secured credit facilities available to Borrower; and

WHEREAS, in furtherance of the obligations of Borrower under the Loan Agreement and in order to record the security interest in certain intellectual property of Borrower granted to the Agent therein, the Agent has required Borrower to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office and with other governmental authorities.

NOW, THEREFORE, for the consideration set forth in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Recitals. The Recitals set forth above are incorporated into this Agreement by reference and are made a part hereof.

3. Incorporation of the Loan Agreement. The security interest granted in this Agreement is granted in conjunction with the security interests granted to the Agent pursuant to the Loan Agreement. Borrower acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Collateral granted herein is more fully set forth in the Loan Agreement, the terms of which are incorporated by reference herein as if fully set

forth herein. In the event of any direct conflict between the Loan Agreement and this Agreement, the provisions of the Loan Agreement shall govern.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to the Agent, for the benefit of the Secured Parties, a continuing security interest, with power of sale to the extent permitted by applicable law, in all of Borrower's right, title and interest in and to the following, whether presently held, owned or existing or hereafter created or acquired (collectively, the "Collateral"):

(a) trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (collectively, "Trademarks") (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, including, without limitation, the trademarks, trademark registrations, trademark applications, service marks, service mark registrations and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals, reissuances, continuations or extensions thereof, (ii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto (collectively, the "Trademark Collateral").

(b) (i) license or other agreements related to Trademarks, the Trademark Collateral, or the use of the Trademark Collateral, whether Borrower is a licensee or licensor under any such license agreement, and (ii) agreements, permits, consents, orders and franchises relating to the use of any of the Trademark Collateral, in each case, to which Borrower is or becomes a party or a beneficiary, including, without limitation, the agreements set forth in Schedule B attached hereto (collectively, the "Trademark Agreements");

(c) the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by the Trademark Agreements; and

(d) all products and proceeds of the foregoing, including, without limitation, the right to sue any third party for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark Agreement, and (ii) to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

5. Restrictions on Future Agreements. Borrower agrees that it will not take any action, and will use its commercially reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, that would in any respect affect in any material respect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with the Collateral.

6. After-Acquired Trademark Collateral. Borrower represents and warrants that, as of the Closing Date, (i) the Trademark Collateral listed on Schedule A includes all U.S. trademark applications and registrations now owned by or licensed to or by Borrower, and (ii) the Trademark Agreements listed on Schedule B include all of the Trademark Agreements to which Borrower is a party or beneficiary. If, prior to the termination of this Agreement, Borrower: (A) becomes the owner of any newly filed or acquired Trademark, or (B) becomes party to or beneficiary to any Trademark Agreement, the provisions of paragraph 4 above shall automatically apply to all of Borrower's right, title and interest therein. Borrower shall give to Agent notice (which may be by telephonic or electronic means) of events described in the preceding sentence no later than thirty (30) business days after any such event occurs. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A and Schedule B, as applicable, to include any future such Collateral.

7. Additional Representations and Warranties. Borrower hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein, Borrower is and will continue to be the owner of all right, title and interest in the Collateral so long as the Collateral shall continue in force, free from any lien or security interest in favor of any Person except for the security interest granted to Agent and liens permitted under the Loan Agreement.

(b) Borrower has the full right and power to grant the security interest in the Collateral made hereby.

(c) Borrower has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements included in the Trademark Agreements.

(d) There is no financing statement, assignment, security agreement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those showing the Agent as secured party, and so long as any Obligations (other than contingent indemnification and reimbursement obligations for which no claim has been made) remain outstanding under the Loan Agreement or the Loan Agreement has not terminated, Borrower will not execute any such financing statement, assignment, security agreement or other document or instrument, except as may be on file or to be filed in favor of the Agent or with respect to liens permitted under the Loan Agreement.

(e) Subject to any limitation stated therein or in connection therewith, all information furnished to the Agent concerning the Collateral and proceeds thereof, for the purpose of obtaining credit or an extension of credit, is, or will be at the time the same is furnished, accurate and correct in all material respects.

(f) The Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable in whole or part, and to Borrower's knowledge, is valid and enforceable. Borrower is not aware of any uses of any item of material Trademark Collateral that could reasonably be expected to lead to such items becoming invalid or unenforceable.

(g) Borrower has made or performed all filings, recordings and other acts and has paid all required fees and taxes to maintain and protect its interest in each and every item of Trademark Collateral in full force and effect throughout the world, and to protect and maintain its interest therein including, without limitation, recordation of any of its interests in the Trademark Collateral with the U.S. Patent and Trademark Office and in corresponding national and international trademark offices.

(h) No claim, action, suit, investigation, litigation or proceeding has been asserted or is pending or threatened in writing against Borrower (i) based upon or challenging or seeking to deny or restrict Borrower's rights in or use of any of the Collateral, (ii) alleging that Borrower's rights in or use of the Collateral infringes, misappropriates, dilutes, misuses or otherwise violates any Trademark or any other proprietary right of any third party in any material respect, or (iii) alleging that any item of the Collateral is being licensed or sublicensed in violation or contravention of the terms of any license or other agreement in any material respect. To Borrower's knowledge, no third party is engaging in any activity that infringes, misappropriates, dilutes, misuses or otherwise violates the Trademark Collateral or Borrower's rights in or use thereof. Except as set forth on Schedule B hereto, Borrower has not granted any license, release, covenant not to sue, non-assertion assurance, or other right to any third party with respect to any part of the Collateral. The consummation of the transactions contemplated by this Agreement or the Loan Agreement will not result in the termination or impairment of any of the Collateral.

(i) With respect to each Trademark Agreement: (A) such Trademark Agreement is valid and binding and in full force and effect and represents the entire agreement between the respective parties thereto with respect to the subject matter thereof; (B) such Trademark Agreement will not cease to be valid and binding and in full force and effect on terms identical to those currently in effect as a result of the rights and interest granted herein, nor will the grant of such rights and interest constitute a breach or default under such Trademark Agreement or otherwise give any party thereto a right to terminate such Trademark Agreement; (C) Borrower has not received any written notice of termination or cancellation under such Trademark Agreement; (D) Borrower has not received any written notice of a breach or default under such Trademark Agreement, which breach or default has not been cured; (E) Borrower has not granted to any other third party any rights, adverse or otherwise, under such Trademark Agreement; and (F) neither Borrower nor any other party to such Trademark Agreement is in breach or default thereof in any material respect, and no event has occurred that, with notice or lapse of time or both, would constitute such a breach or default or permit termination, modification or acceleration under such Trademark Agreement.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times during normal business hours upon giving Borrower reasonable notice have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Collateral, including; provided that, in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. After the occurrence and during the continuance of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its

sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Collateral. Borrower agrees: (a) to maintain the quality of said products as of the date hereof, and (b) not to change the quality of such products in any material respect without Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Royalties; Termination of Agent's Security Interest.

(a) Borrower hereby agrees that any rights to use the Collateral granted hereunder to Agent and its successors, transferees and assigns with respect to all Collateral as described above shall be worldwide (to the extent permitted by applicable law) and without any liability for royalties or other related charges from Agent to Borrower.

(b) This Agreement is made for collateral security purposes only. The term of the security interest granted herein shall extend until the earlier of (i) the expiration or termination of each item of the Collateral, or (ii) such time as all of the Obligations (other than contingent indemnification and reimbursement obligations for which no claims has been made) have been paid in full and the Loan Agreement has terminated. Upon payment in full of the Obligations (other than contingent indemnification and reimbursement obligations for which no claim has been made) and the termination of the Loan Agreement, the Agent shall, at Borrower's sole cost and expense, promptly execute and deliver to Borrower all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Collateral, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Loan Agreement.

(c) Upon any sale, assignment, lease or other disposition of all or any part of the Collateral permitted by the Loan Agreement, with application of the proceeds thereof made in accordance with the Loan Agreement, the Agent acknowledges and agrees that the security interest in the Collateral granted hereby shall be released and that it shall execute and deliver to Borrower all termination statements, assignments and other documents and instruments as may be necessary or desirable to fully release the security interest in such Collateral granted hereby.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (a) prosecute diligently any Trademark that is material to Borrower's Business and that is part of the Collateral until termination of this Agreement, unless the failure to prosecute the same would not reasonably be expected to have a material adverse effect on the financial condition of Borrower or the ability of Borrower to perform their obligations hereunder, and (b) apply for Trademarks that are material to Borrower's business, unless the failure to make application would not reasonably be expected to have a material adverse effect on the financial condition of Borrower or the ability of Borrower to perform their obligations hereunder. Borrower further agrees: (i) not to abandon any material Collateral without the Agent's prior written consent, unless the abandonment would not reasonably be expected to have a material adverse effect on the financial condition of Borrower or the ability of Borrower to perform their obligations hereunder, and (ii) to use its good faith efforts to maintain in full force and effect the material Collateral, except where the failure to maintain would not reasonably be expected to have a material adverse effect on the financial

condition of Borrower or the ability of Borrower to perform their obligations hereunder. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

11. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall, to the extent Borrower retains the right, have the right, but shall in no way be obligated, to bring suit in its own name to enforce or defend the Collateral and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, and to the extent Borrower retains the right, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys' for Agent). In the event that Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Borrower, and all moneys so paid out shall be Obligations repayable on demand, together with interest at the rate of interest applicable to Base Rate Loans under the Loan Agreement.

12. Waivers. Agent's failure, at any time hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith, nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon the Occurrence of an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that after the occurrence and during the continuance of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement.

14. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable, in whole or in part, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding and enforceable, then such provision shall be deemed to be excised from this Agreement, and the validity, binding effect and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any manner.

15. Modification. This Agreement cannot be amended or terminated, except as specifically provided herein or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Collateral, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. After the occurrence and



during the continuance of an Event of Default, Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, after the occurrence and during the continuance of an Event of Default, to: (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademark Collateral or, to the extent permitted, under the Trademark Agreements, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Collateral as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademark Collateral or Trademark Agreements. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof except to the extent such attorney acts with gross negligence or willful misconduct. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Loan Agreement has terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Loan Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Trademark Agreements may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or Borrower-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws of the State of New York except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Collateral, are governed by the laws of a jurisdiction other than the State of New York.

19. CONSENT TO JURISDICTION. SUBJECT ONLY TO THE EXCEPTION IN THE NEXT SENTENCE, BORROWER AND AGENT HEREBY AGREE TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW YORK, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN THE PARTIES HERETO OR THE CONDUCT OF ANY PARTY IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURT DESCRIBED ABOVE. NOTWITHSTANDING THE FOREGOING, THE AGENT SHALL HAVE THE

RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL.

20. Notices. Except as provided hereunder, all notices or other communications hereunder shall be given in writing in the manner and to the addresses set forth in the Loan Agreement.


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

22. Agent's Duty. Agent shall not have any duty with respect to the Collateral; provided that, following Agent's exercise of remedies hereunder after the occurrence and during the continuance of an Event of Default, Agent shall exercise the same level of care with respect to the Collateral as it would exercise with its own property. Without limiting the generality of the foregoing but subject to the proviso in the preceding sentence, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Collateral against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations.

*(Signatures on next page)*

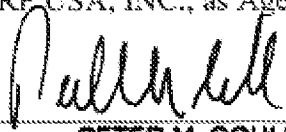
IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first above written.

DATADIRECT NETWORKS, INC.,  
a California corporation

By:   
Name: Alex Louzari  
Title: Chief Executive Officer

Accepted and agreed to as of  
April 28, 2006, by:

CITICORP USA, INC., as Agent

By:   
Name: PETER M. GOULD  
Title: VICE PRESIDENT

Schedule A to Trademark Security Agreement

United States Patent and Trademark Office Registrations and Applications

<u>Trademark</u>	<u>Application Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Galeforce	?	?	September 16, 2003	2,764,691
San Datadirector	?	?	January 27, 2004	2,808,944
San Data Director	?	?	October 21, 2003	2,776,002
Swiftcluster	December 9, 2002	76/476,767	?	?
Petacluster	December 9, 2002	76/476764	?	?
Sanappliance	December 8, 1999	75/855066	?	?
San Traffic Director	December 8, 1999	75/855,083	?	?
DataDirect Networks	1999	76/051,335	?	?
San Data Manager	?	75/855,070	?	?

Unregistered Trademarks