

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vast Systems Technology Corporation		05/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, LP		
Composed Of:	COMPOSED OF Gold Hill Capital 2008, LLC, a California limited liability company		
Street Address:	One Almaden Blvd., Suite 630		
Internal Address:	Attention: Jeff Brown		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3161469	METEOR	
Registration Number:	2623119	SIMPLEX SIGILLUM VERI VAST	
Registration Number:	2341040	COMET	
CORRESPONDENCE DATA			
Fax Number:	(650)473-2601		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-473-2600		
Email:	aechery@omm.com		
Correspondent Name:	Paul Sieben, Esq.		
Address Line 1:	O'Melveny & Myers LLP		
Address Line 2:	2765 Sand Hill Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	0890075-02		

CH \$90.00 3161469

NAME OF SUBMITTER:	Alexandra C. Echery
Signature:	/ace/
Date:	05/15/2009
Total Attachments: 7 source=Gold Hill - IP Security Agreement (5-11-09)#page1.tif source=Gold Hill - IP Security Agreement (5-11-09)#page2.tif source=Gold Hill - IP Security Agreement (5-11-09)#page3.tif source=Gold Hill - IP Security Agreement (5-11-09)#page4.tif source=Gold Hill - IP Security Agreement (5-11-09)#page5.tif source=Gold Hill - IP Security Agreement (5-11-09)#page6.tif source=Gold Hill - IP Security Agreement (5-11-09)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the May 11, 2009 by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and Vast Systems Technology Corporation ("Grantor").

RECITALS

A. Secured Party has agreed to make certain advances of money and extended certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Secured Party is willing to make certain accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

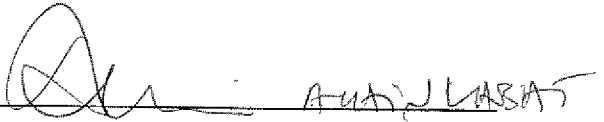
GRANTOR:

VAST SYSTEMS TECHNOLOGY CORPORATION

Address of Grantor:

1250 Oakmead Parkway, Suite 310
Sunnyvale, CA 94085

Attn: _____

By: 
Title: President / CEO

SECURED PARTY:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

Address of Secured Party:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Jeff Brown

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

VAST SYSTEMS TECHNOLOGY CORPORATION

Address of Grantor:

1250 Oakmead Parkway, Suite 310
Sunnyvale, CA 94085

Attn: _____

By: _____

Title: _____

SECURED PARTY:

GOLD HILL CAPITAL 2008, LP
By: Gold Hill Capital 2008, LLC, General Partner

Address of Secured Party:

One Almaden Blvd., Suite 630
San Jose, CA 95113

Attn: Jeff Brown

By:  _____

Title: _____
Rob Helm
Managing Director
Gold Hill Capital

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Method and apparatus for modifying a virtual processor model for hardware/software simulation	12/159831	7/30/2007	n/a	
Method and system for modeling a bus for a system design incorporating one or more programmable processors	12/017939	1/22/2008	n/a	
Hardware and software co-simulation including simulating a target processor using binary translation	09/933579	8/20/2001	6,751,583	6/15/2004
Hardware and software co-simulation including executing an analyzed user program	09/820086	3/27/2001	6,584,436	6/24/2003
Hardware and software co-simulation including simulating the cache of a target processor	09/491390	1/26/2000	6,263,302	7/17/2001
Hardware and software co-simulation including executing an analyzed user program	09/430855	10/29/1999	6,230,114	5/8/2001
Clock simulation system and method	11/315683	12/20/2005	n/a	

EXHIBIT C

Trademarks

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
METEOR	76/651605	3,161,469	12/2/2005	10/24/2006
SIMPLEX SIGILLUM VERI VAST	76/092203	2,623,119	7/20/2000	9/24/2002
COMET	75/698843	2,341,040	5/6/1999	4/11/2000

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None