Electronic Version v1.1 Stylesheet Version v1.1

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xsigo Systems, Inc,		07/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gold Hill Capital 2008, LP
Street Address:	One Almaden Blvd, Suite 630
Internal Address:	Attn: Alex Choy
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77533995	XSIGO SYSTEMS
Serial Number:	78593634	XSIGO
Serial Number:	78593645	XG

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 458109-10

NAME OF SUBMITTER: Jean Paterson

TRADEMARK REEL: 004248 FRAME: 0255 _46688977

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Signature:	/jep/
Date:	07/26/2010
Total Attachments: 8 source=7-26-10 Xsigo-TM#page1.tif source=7-26-10 Xsigo-TM#page2.tif source=7-26-10 Xsigo-TM#page3.tif source=7-26-10 Xsigo-TM#page4.tif source=7-26-10 Xsigo-TM#page5.tif source=7-26-10 Xsigo-TM#page6.tif source=7-26-10 Xsigo-TM#page7.tif source=7-26-10 Xsigo-TM#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, LP ("Secured Party") and XSIGO SYSTEMS, INC. ("Grantor").

RECITALS

- A. Secured Party has agreed to make certain advances of money and to extend 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 the Loans 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.
Address of Grantor:	XSIGO SYSTEMS, INC.
70 W. Plumeria Drive San Jose, CA 95134 Attn: Vict President, Finance	By: Lloy A e 7 Title: CEO
	,
	SECURED PARTY:
Address of Secured Party:	GOLD HILL CAPITAL 2008, LP By: Gold Hill Capital 2008, LLC, General Partner
One Almaden Blvd. Suite 630	
San Jose, CA 95113	Ву:
Attn: Alex Choy	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:
Address of Grantor:	XSIGO SYSTEMS, INC.
70 W. Plumeria Drive San Jose, CA 95134	By:
Attn:	HITIE:
	SECURED PARTY:
Address of Secured Party:	GOLD HILL CAPITAL 2008, LP By: Gold Hill Capital 2008, LLC, General Partner
<u>One Almaden Blvd., Suite 630</u> San Jose, CA 95113	
Attn: Alex Choy	By: Rob Helm Title: Managing Director Gold Hill Capital

EXHIBIT A

Copyrights

<u>Description</u>

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

EXHIBIT B

Patents

Description	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
RANDOMIZED SELF-CHECKING TEST SYSTEM	7334178	02/19/2008
RESOURCE VIRTUALIZATION SWITCH	7502884	03/10/2009
QUALITY OF SERVICE FOR SERVER APPLICATIONS	7602774	10/13/2009
VIRTUALIZED SHARED SECURITY ENGINE AND CREATION OF A PROTECTED ZONE	7634650	12/15/2009

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application Number	Serial Number	Registration Date
XSIGO SYSTEMS	3586483	77533995	March 10, 2009
XSIGO	3382828	78593634	Feb. 12, 2008
XG	3313611	78593645	Oct. 16, 2007

EXHIBIT D

Mask Works

Description

Registration/ Application Number Registration/ Application <u>Date</u>

NONE

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RECORDED: 07/26/2010