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TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**06/29/2010**  
**900165789**

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entry Type
CYMPHONIX CORPORATION		06/29/2010	CORPORATION, DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	4750 WEST 2100 SOUTH		
Internal Address:	SUITE 300		
City:	SALT LAKE CITY		
State/Country:	UTAH		
Postal Code:	84120		
Entity Type:	CHARTERED BANK: <b>CALIFORNIA</b>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3387523	CYMPHONIX	
Registration Number:	3342681	NETWORK COMPOSER	
CORRESPONDENCE DATA			
Fax Number:	(404)862-8738		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001123		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

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TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

Signature:	/Michael J. Brignati 60,890/
Date:	08/29/2010
Total Attachments: 8 source=SVB-CYMPHONIX_Executed_Security_Agreement#page1.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page2.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page3.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page4.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page5.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page6.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page7.tif source=SVB-CYMPHONIX_Executed_Security_Agreement#page8.tif	

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TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 29, 2010 by and between SILICON VALLEY BANK ("Bank") and CYPHONIX CORPORATION, a Delaware corporation ("Grantor").

**RECITALS**

A. Bank 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 Bank and Grantor of even date herewith (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). Bank is willing to make the Loans to Grantor but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

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(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[Signature Page Follows.]

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TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

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.


Address of Grantor:

8871 Sandy Parkway, Suite 150  
Sandy, Utah 84070

Attn: Brent Nixon

GRANTOR:

CYMPHONIX CORPORATION

By:   
Name: Brent Nixon  
Title: President & CEO

Address of Bank:

4750 West 2100 South, Suite 300  
Salt Lake City, Utah 84120

Attn: Gary Jackson

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name:  
Title:

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TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

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:

8871 Sandy Parkway, Suite 150  
Sandy, Utah 84070

Attn: Brent Nixon

CYMPHONIX CORPORATION

By: \_\_\_\_\_

Name:

Title:

BANK:

Address of Bank:

4750 West 2100 South, Suite 300  
Salt Lake City, Utah 84120

Attn: Gary Jackson

SILICON VALLEY BANK

By: 

Name: GARY JACKSON

Title: RELATIONSHIP MANAGER

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EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

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EXHIBIT B

## Parents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD FOR BRIDGING PROXY TRAFFIC IN AN ELECTRONIC NETWORK	12/048,166	03/13/2008
SYSTEM AND METHOD FOR BLOCKING ANONYMOUS PROXY TRAFFIC	11/553,787	10/27/2006
SYSTEM AND METHOD FOR NETWORK COMMUNICATIONS MANAGEMENT	10/870,170	06/17/2004

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CYMPHONIX (Registered)	3,387,523	02/26/2008
NETWORK COMPOSER (Registered)	3,342,681	11/27/2007

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EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A	N/A	N/A

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