

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
Solarflare Communications, Inc.		12/29/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 Six Mile Road
Internal Address:	M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4021906	SOLARFLARE
Registration Number:	4001500	ENTERPRISEONLOAD
Registration Number:	3492478	SOLARFLARE COMMUNICATIONS
Registration Number:	3528222	OPENONLOAD
Registration Number:	3465155	SOLARSTORM
Registration Number:	2996679	SOLARFLARE

CORRESPONDENCE DATA

Fax Number: (734)930-2494
 Phone: 734-761-3780
 Email: asujek@bodmanlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela Alvarez Sujek - Bodman PLC
 Address Line 1: 201 South Division, Ste. 400
 Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$165.00 4021906

TRADEMARK

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/05/2012
Total Attachments: 7 source=Solarflare Trademark Agreement#page1.tif source=Solarflare Trademark Agreement#page2.tif source=Solarflare Trademark Agreement#page3.tif source=Solarflare Trademark Agreement#page4.tif source=Solarflare Trademark Agreement#page5.tif source=Solarflare Trademark Agreement#page6.tif source=Solarflare Trademark Agreement#page7.tif	

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of December 29, 2011, between the undersigned ("Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement dated as of December 29, 2011 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Solarflare Communications, Inc. ("Borrower"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of December 29, 2011, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such

license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses; *provided, however*, that with respect to inbound license agreements, **Schedule 1.1** only lists such inbound license agreements that constitute Material Contracts (as defined in the Credit Agreement).

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on **Schedule 1.1** attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

provided, however, that “Trademark Collateral” shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the “Restricted Assets”), provided that (A) the proceeds of any Restricted Asset in the foregoing clause shall be continue to be deemed to be “Trademark Collateral”, and (B) this provision shall not limit the grant of any Lien on or assignment of any Restricted Asset to the extent that the UCC or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto). Concurrently with any such Restricted Asset being entered into or arising after the date hereof, the Debtor shall use commercially reasonable efforts to obtain any waiver or consent (in form and substance acceptable to the Secured Party and upon Secured Party’s request) necessary to

allow such Restricted Asset to constitute Trademark Collateral hereunder if the failure of the Debtor to have such Restricted Asset would have a Material Adverse Effect.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

SOLARFLARE COMMUNICATIONS, INC.

By: 
Mary Jane Abalos
Its: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

TRADEMARK
REEL: 004692 FRAME: 0953

SECURED PARTY:

COMERICA BANK, as Agent

By: 
Wayne Liao

Its: Vice President

(Signature Page to Agreement (Trademarks) – 1134744)

SCHEDULE 1.1

TRADEMARK COLLATERAL

1. Trademarks (U.S.)

Owner	Registration No.	Application No.	Application Date	Trademark	Status	Country
Level 5 Networks, Inc.						
	N/A	78/660,153	6/28/2005	LEVEL 5 NETWORKS (Block Letter)	Abandoned Failure to Respond	United States of America
	N/A	78/660,157	6/28/2005	LEVEL 5 NETWORKS (Word and Design)	Abandoned Failure to Respond	United States of America
	N/A	78/615,169	4/22/2005	ETHERSCSI (Block Letters)	Abandoned Intent to Use	United States of America
Solarflare Communications, Inc.						
	4,021,906	85/186,726	11/29/2010	SOLARFLARE (Word and Design)	Registered	United States of America
	4,001,500	85/140,283	9/28/2010	ENTERPRISEONLOAD (Block Letters)	Registered	United States of America
	3,492,478	77/384,854	1/30/2008	SOLARFLARE COMMUNICATIONS (Block Letters)	Registered	United States of America
	3,528,222	77/114,484	2/23/2007	OPENONLOAD (Block Letters)	Registered	United States of America

Owner	Registration No.	Application No.	Application Date	Trademark	Status	Country
	3,465,155	77/045,796	11/16/2006	SOLARSTORM (Block Letters)	Registered	United States of America
	2,996,679	76/591,267	5/10/2004	SOLARFLARE (Block Letters)	Registered	United States of America