

06-05-1998



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

100729186

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Conditional Trademark Collateral Assignment
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name International Microcircuits, Inc.

Execution Date
Month Day Year
12/6/99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization California

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank, as agent for itself and each of the other lenders

DBA/AKA/TA

Composed of

Address (line 1) 75 State Street

Address (line 2)

Address (line 3) Boston,

MA

02109

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other National Banking Association organized under the laws of the United States

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/03/1998 DCOATES 00000223 74019071

01 FC:481

40.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 1735 FRAME: 0797

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="74019071"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

Signature

Date Signed

CONDITIONAL TRADEMARK COLLATERAL ASSIGNMENT

THIS CONDITIONAL TRADEMARK COLLATERAL ASSIGNMENT dated as of December 16, 1997, by and between INTERNATIONAL MICROCIRCUITS, INC., a California corporation with a principal place of business at 525 Los Coches Street, Milpitas, California 95035 ("Assignor") and FLEET NATIONAL BANK, a national banking association organized under the laws of the United States having an office at 75 State Street, Boston, Massachusetts 02109 ("Assignee"), as Agent for itself and each of the other Lenders who are now or hereafter become parties to the hereinafter defined Loan Agreement.

WHEREAS, Assignee has this day entered into a certain Loan Agreement with Assignor pursuant to which Assignee has agreed to make certain loans to Assignor; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Loan Agreement; and

WHEREAS, Pursuant to the terms of a Security Agreement of even date herewith by and between Assignor and Assignee (as amended from time to time, the "Security Agreement"), Assignor has concurrently granted to Assignee a security interest in all of Assignor's assets to secure, *inter alia*, the payment and performance of the Obligations of Assignor to Assignee and/or the Lenders under the Loan Agreement; and

WHEREAS, To evidence and perfect the rights of Assignee as grantee of a security interest that has attached in certain of said assets as described below, Assignor has executed and delivered to Assignee this Conditional Trademark Collateral Assignment.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN, Assignor does hereby conditionally collaterally assign, and grant unto Assignee all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each trademark and servicemark (whether registered or unregistered), and each registration thereof, and each trademark and servicemark registration application (whether federal or state, and whether foreign or domestic) owned by Assignor, including, without limitation, each such trademark, servicemark or trademark or servicemark registration application set forth on Schedule A, attached hereto and incorporated herein by reference;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in the Assignee's own name and for its own use and behoove; and

(iii) the goodwill of Assignor's business symbolized by each of the foregoing;

(all of the foregoing, individually and collectively, the "Trademarks").

PROVIDED, HOWEVER, THAT ASSIGNOR'S RIGHTS IN THE TRADEMARKS SHALL CONTINUE UNTIL, AND ASSIGNEE SHALL HAVE NO OBLIGATIONS OR RIGHTS WITH RESPECT TO THE TRADEMARKS UNTIL, AND ASSIGNEE SHALL BE ENTITLED TO EXERCISE ITS RIGHTS AND REMEDIES HEREUNDER IN AND WITH RESPECT TO THE TRADEMARKS ONLY UPON, SATISFACTION OF THE FOLLOWING CONDITIONS SUBSEQUENT:

(a) The occurrence and continuation of an Event of Default as defined in the Loan Agreement; or

(b) The exercise by Assignee of any or all of its rights or remedies following the occurrence and during the continuance of an Event of Default under the Security Agreement in respect of the Trademarks.

1. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(ii) that nothing in this Conditional Trademark Collateral Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all registered (state, federal and international) trademarks and servicemarks in which Assignor has any interest and (b) all applications pending in the U.S. Patent and Trademark Office for registration of trademarks and servicemarks in which Assignor has any interest.

(iv) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part by a court of competent jurisdiction.

(v) Each of the registered Trademarks is valid and enforceable.

(vi) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the registered Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, except as permitted under the Loan Agreement.

2. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without the Assignee's prior written consent.

3. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any additional registered trademarks or servicemarks, or become entitled to the benefit of any registration applications for trademarks or servicemarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to the Assignee prompt notice thereof in writing.

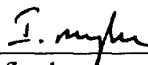
4. Assignor shall indemnify, defend and hold Assignee, its affiliates and their respective directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed, incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in any way connected with this Assignment, other than claims arising out of the gross negligence and willful misconduct of Assignee as determined by a court of competent jurisdiction by a final, nonappealable judgment.

5. Assignor authorizes the Assignee to modify this Assignment by amending Schedule A to include any future registered trademarks, servicemarks, or trademark or servicemark applications of which Assignor may acquire an interest.

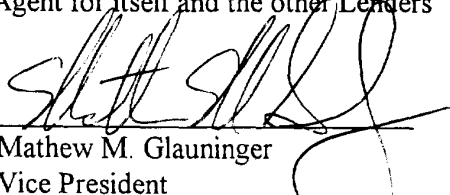
6. At such time as Borrower shall completely and finally satisfy all of the Obligations, the Assignee shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Assignee pursuant to the Security Agreement.

IN WITNESS WHEREOF, Assignor has caused this Conditional Trademark Collateral Assignment to be duly executed by its duly authorized officer as of the date first set forth above.

INTERNATIONAL MICROCIRCUITS, INC.

By: 
Ilhan Refioglu
President

FLEET NATIONAL BANK
as Agent for itself and the other Lenders

By: 
Mathew M. Glauninger
Vice President

Conditional Assignment Of Trademarks

Schedule A

Trademark/Service mark

Registration or Serial Number

"IMI"

74/019,071

21430356
121297

RECORDED: 05/22/1998

TRADEMARK
REEL: 1735 FRAME: 0802