

06-09-1998

FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

100731853

original documents or copy thereof.

msd 6-5-98

<p>1. Name of conveying party(ies): SelfCHARGE, INC.</p> <p>Individual(s) citizenship:</p> <p>Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other</p> <p>Execution Date: April 23, 1998</p>	<p>2. Name and address of receiving party(ies): Name: Imperial Bank Address: 226 Airport Parkway City: San Jose State: CA Zip: 95110</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>4. Application number(s) or trademark number(s): A. Trademark Application No.(s) 75/082,326 75/118,192</p>	<p>B. Trademark Registration No.(s) N/A</p>
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Additional numbers attached? Yes No

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ASSIGNMENT

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: GRAY CARY WARE & FREIDENRICH 400 Hamilton Avenue Palo Alto, California 94301</p>	<p>6 Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41) \$ 65.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>07-1907</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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01 FC:481 40.00 CH
02 FC:482 25.00 CH

DO NOT USE THIS SPACE

9. 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.

Erin O'Brien *Erin O'Brien* June 3, 1998
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [4]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, 1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 23, 1998 by and between IMPERIAL BANK ("Bank") and SelfCHARGE, INC. ("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 dated 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 and Patents 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 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.

IN WITNESS WHEREOF, the parties have cause 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:

12600 S.E. 38th Street, Suite 108
Bellevue, WA 98006

Attn: Loren Lyon

SelfCHARGE, INC.

By: Loren H. Lyon

Title: PRESIDENT

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

IMPERIAL BANK

By: [Signature]

Title: Sr. Vice President

SCHEDULE A, B, C

SelfCharge U.S. Intellectual Property

Matter Title	Filing Information	Description
Cell Telephone Rechargeable Battery	US Patent APP SN 08/512,668 08/08/95	Battery for Motorola flip phone encloses integral charges with unique AC prongs and exterior contact isolation and extension of prongs
A Variable Pulse Recharging Battery Pack	US Patent APP SN 08/574,602 12/18/95	Method of charging nickel cadmium and nickel metal hydride rechargeable batteries from an AC input line
Rechargeable Battery Pack for Electronic Appliance	US Patent APP SN 08/658,256 06/03/96	Integral charger/battery pack for add on to backup drives for computers and other electronic equipment
Rechargeable Battery Pack for Mobile	PCT Patent APP SN PCT/US96/12660 08/02/96	PCT: Battery for Motorola flip phone encloses integral charges with unique AC prongs and exterior contact isolation and extension of prongs. Based on USSN 08/512,668, filed 08/08/95
High Performance Battery Pack	PCT Patent APP SN PCT/US96/20206 12/18/96	PCT: A battery pack for an electrical device contains rechargeable batteries for supplying power to the electrical device and a transformerless pulse charging circuit. The pulse charging circuit generates a pulse charging current from received AC current, and charges the rechargeable batteries with the generated pulse charging current. A semi-conductor switch generates the pulse charging current from the received AC current and supplies the pulse charging current to the batteries. A ramp generator circuit generates a linearly rising waveform beginning at each zero crossing of the rectified AC current. A current sense amplifier circuit measures the average value of current pulses through the battery and generates a signal proportional to an average charging current. A triggering circuit generates the gate firing pulses for the semiconductor switch according to the linearly rising waveform and the average charging current amplifier waveform. Based on USSN 08/574,602, filed 12/18/95
Lighter Plug DC Outlet and Single AC & DC Plug with Adapter Circuit	US PROV APP SN 60/047,335 05/21/97	Dual voltage 110/12V cell telephone cord
Rechargeable Charging Cradle and Night Light	US PROV APP SN 60/047,301 05/20/97	Battery pack and integral charger for Nintendo Gameboy.
Dual-Voltage 111/12V Cell Telephone Cord	US PROV APP SN 60/048,888 06/06/97	Dual-voltage 110/12V Cell telephone cord
Self Charging	US TM APP SN 75/082,326 04/02/96	Rechargeable batteries
SelfCharge (stylized)	US TM APP SN 75/118,192 06/13/96	Battery packs and battery packs integrated with a recharging circuit

TRADEMARK

REEL: 1737 FRAME: 0490

Gray Cary Ware & Freidenrich LLP

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Writer's Direct Dial: 650-833-2077
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Our File No:
1090371-904800

June 3, 1998

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Grantor: SelfCHARGE, INC.
Secured Party: Imperial Bank

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ASSIGNED

Dear Sir or Ms:

Enclosed please find the following documents:

- 1) Recordation Form Cover Sheet for Trademarks only;
- 2) Intellectual Property Security Agreement between SelfCHARGE, INC., as Grantor, and Imperial Bank as Secured Party; and
- 3) A self-addressed postage paid postcard for your use to indicate receipt of the enclosed documents.

Please record these documents and debit this firm's Deposit Account No. 07-1907 for the required recordation fees. Once the security interest has been recorded, please return the original Notice of Recordation to me at the above-listed address.

Sincerely,

GRAY CARY WARE & FREIDENRICH LLP

By: *Erin O'Brien*
Erin O'Brien, Paralegal

Enclosures

cc: Ms. Debbie Constantine Skouras (w/enclosures)

SILICON VALLEY
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SAN DIEGO

SAN FRANCISCO

AUSTIN

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IMPERIAL VALLEY

MEXICO

RECORDED: 06/05/1998

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