08-20-1998



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COVER SHEET U.S. DEPARTMENT OF COMMENT OF CO

Tab settings □□□ ▼ record the attached original documents or copy thereof. To the Honorable Comm. 1. Name of conveying party(ies): 2. Name and address of receiving party(les) SRR Solutions, Inc. Name: Silicon Valley Bank d/b/a Silicon Va 400 Blue Hill Drive A06 17 East Westwood, Massachusetts 02090 Internal Address: □ Association ☐ Individual(s) Street Address: 40 William Street ☐ General Partnership Limited Partnership City: Wellesley State: MA ZIP: 02181 ☑ Corporation-State Delaware ☐ Other_: ☐ Individual(s) citizenship____ Additional name(s) of conveying party(ies) attached?

Yes

No Association _ ☐ General Partnership__ 3. Nature of conveyance: ☐ Limited Partnership___ ☐ Corporation-State_ □ Assignment □ Merger Other California Chartered Bank ☐ Change of Name □ Security Agreement If assignee is not domicited in the United States, a domestic representative designates attached: Other ___ (Designations must be a separate document from assignment) Execution Date: May 28, 1998 Additional name(s) & address(es) attached? ☐ Yes ☐ No 4. Application number(s) or patent number(s): B. Trademark Registration No.(s) A. Trademark Application No.(s) Reg. No. 1902433 Additional numbers attached? ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Carol R. Kirchick, Esq. Internal Address: Rich, May, Bilodeau & Flaherty P.C. 294 Washington Street Boston, Massachusetts 02108

City:_____ State: ____ ZIP:___

- 6. Total number of applications and registrations involved:
- 7. Total fee (37 CFR 3.41).....\$ 40.00
 - 12x Enclosed
 - Authorized to be charged to deposit account
- 8. Deposit account number:

(Attach duplicate copy of his page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature. To the best of my knowledge and belief, the foregoing injustmation is true and correct and any attached copy is a true cop

the original document. Carol R. Kirchick, Esq.

Signature

Name of Person Signing

Street Address:

Total number of pages including cover sheet, attachments, and do

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 28, 1998 by and between SILICON VALLEY BANK ("Bank"), a California-chartered bank doing business as "Silicon Valley East", and SRR Solutions, 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 May 28, 1998 (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 to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not otherwise defined herein shall have the same meanings as in 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, 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 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.

Notwithstanding anything to the contrary provided in this Agreement or any related document, upon Grantor's receipt of the New equity, Bank shall agree to release its security interest in the Intellectual Property Collateral.

GRANTOR:

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.

Address of Grantor	SRR Solutions, Inc.
400 Blue Hill Drive Westwood, MA 02090 Attn	By: R. G. Edmen. Title: Projdus
	BANK:
Address of Bank:	SILICON VALLEY BANK, doing business as SILICON VALLEY EAST
40 William St., Ste. 350 Wellesley , MA 02181	By:
Aun	SILICON VALLEY BANK By: MICHELLE D. GIANNINI executed AFSTATUS BRESOUNTY, California

EXHIBIT A

Copyrights

Description

Registration/ Application Number Registration/ Application Date

TRADEMARK REEL: 1770 FRAME: 0572

EXHIBIT B

Patents

Description

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

EXHIBIT C

Trademarks

Description

Registration/ Application Number

Registration/ Application Date

TRADEMARK REEL: 1770 FRAME: 0574

EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application Date

TRADEMARK REEL: 1770 FRAME: 0575