

09-16-1998

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To the Honorable Commissioner of P



Attached original documents or copy thereof.

1. Name of conveying party(ies):

Adaptive Solutions, Inc. 1400 NW Compton Dr., suite 340 Beaverton, OR 97006

100829746

Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Oregon

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State CALIFORNIA Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8-13-98

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see Exhibit "C" attached

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

SILICON VALLEY BANK Name: Internal Address: ATTN: LOAN DOC GROUP NC # 816 Street Address: 3003 TASMAN DRIVE City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$165.00 Patents & Trademark Total of \$485.-

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

09/15/1998 SMITH 00000030 1629020

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 125.00 OP

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.

Dinneh Mokheri Name of Person Signing

[Signature] Signature

9-2-98 Date

Total number of pages including cover sheet, attachments, and document: 7

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>Adaptive Solutions</i>	1,629,020	12/25/90
<i>Power shop</i>	74/418840	9/2/94
<i>CNAPS</i>	1,721,478	10/6/92
<i>Adaptive Solutions logo</i>	1,641,954	4/23/91
<i>Adaptbus</i>		
<i>Entry Link</i>		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 13, 1998, by and between SILICON VALLEY BANK ("Bank") and ADAPTIVE 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 [Insert Month] August, 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 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.

As used in this Intellectual Property Security Agreement, the following terms shall have the following meanings:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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.

"Intellectual Property Collateral" means

(a) Copyrights, Trademarks and Patents;

(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 which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means 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.

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:

1400 N.W. Compton Drive, Suite 340
Beaverton, OR 97006

Attn: Mr. Dan Meub

ADAPTIVE SOLUTIONS, INC.

By: Richard h. Bassetta

Title: Corporate Controller & Secretary

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Attn: Mr. Ron Sherman

SILICON VALLEY BANK

By: Carl Hemata

Title: Senior Vice President

EXHIBIT ~~B~~ *A RB*
Copyrights
~~Patents~~

Description

Registration/
Application
Number

Registration/
Application
Date

None

18

EXHIBIT A B
Patents 18
Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Neural-Model Computational System w/ Multi-directionally over-lapping broadcast regions.	269,442	12/29/89
Mechanism providing concurrent Computational/Communications in SIMD architecture	PCT/US90/03066	5/30/90
Neural Network Using Virtual zero	PCT/US90/03067	5/30/90
Digital Maximization Function Architecture and Method	PCT/US90/03068	5/30/90
Temperature-sensing control systems and method for integrated circuits	PCT/US90/06878	11/26/90
Unbiased bitdisposal apparatus and method	PCT/US90/06594	11/9/90
Neural-Model information-handling architecture and method	4,796,199	1/3/89
Neural-Model Computational architecture employing broadcast hierarchy and hypergrid, point- to-point communication	4,983,962	1/8/89