

01-26-1999

FORM PTO-1594 (Rev. 6-93) 12-22-98 MZO



SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commissioner of Pat

100943497

red original documents or copy thereof. 1

1. Name of conveying party(ies):
 BridgePoint Technical Manufacturing Corporation
 4007 Commercial Center Drive
 Austin, TX 78744

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

Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 15, 1998

2. Name and address of receiving party(ies):
 Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP 95054

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

12-22-1998
 U.S. Patent & TMO: TM Mail Hop

If assignee is not domiciled in the United States, a "domestic representative" designation is attached: Yes No
 (Designation must be a separate document from Assignment).
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 74/696,480; 75/006,260; 74/205,014

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 1,693,717; 2,107,925; 2,112,751; BridgePoint

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Cooley Godward LLP
 Internal Address: Attn: April M. Piercéy
 Street Address: 5 Palo Alto Square
 City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: 7

7. Total fee (37 CFR 3.41):.....\$ 191.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3115
 (Attach duplicate copy of this 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 information is true and correct and any attached copy is a true copy of the original document.

April M. Piercéy

December 21, 1998
 Date

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

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

01/22/1999 DNGUYEN 00000266 1693717
 01 FC:481 40.00 OP
 02 FC:482 150.00 OP

346003 VI PA
 26Z 0111-OC
 12/21/98

TRADEMARK REEL: 1844 FRAME: 0001

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 15, 1998 by and between **SILICON VALLEY BANK** ("Bank") and **BRIDGEPOINT TECHNICAL MANUFACTURING CORPORATION** ("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, Patents, and Mask Works 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, 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.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused 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:

4007 Commercial Center Drive
Houston, TX 77060

Attn: _____

Address of Bank:

9020 Capital of Texas Highway North
Building 1, Suite 350
Austin, TX 78759

Attn: _____

GRANTOR:

BRIDGEPOINT TECHNICAL
MANUFACTURING CORPORATION

By: Joe David Jones
Title: _____

BANK:

SILICON VALLEY BANK

By: _____
Title: _____

[Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused 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:

4007 Commercial Center Drive
Houston, TX 77060

Attn: _____

GRANTOR:

**BRIDGEPOINT TECHNICAL
MANUFACTURING CORPORATION**

By: _____
Title: _____


Address of Bank:

9020 Capital of Texas Highway North
Building 1, Suite 350
Austin, TX 78759

Attn: Stuart Edwards

BANK:

SILICON VALLEY BANK

By: 
Title: V.P.

[Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/Application Number	Registration Application Date
None		

EXHIBIT B

Patents

Description	Registration Number	Registration Date
None		

EXHIBIT C**TRADEMARK REGISTRATIONS**

Country	Registration No	Trademark	Registration Date
United States	Common Law	BRIDGEPOINT	N/A
United States	1,693,717	ROSS	June 9, 1992
Benelux	496,281	ROSS	May 8, 1991
France	1,661,369	ROSS	May 10, 1991
Germany	2,028,062	ROSS	January 14, 1993
Taiwan	571,167	ROSS	September 16, 1992
United States	2,112,751	HYPERSTATION	November 11, 1997
Australia	705089	HYPERSTATION	September 27, 1995
Benelux	597,269	HYPERSTATION	March 26, 1996
France	96/618,048	HYPERSTATION	September 6, 1996
Israel	104227	HYPERSTATION	May 8, 1997
Japan	4119194	HYPERSTATION	February 27, 1998
Taiwan	790457	HYPERSTATION	January 1, 1998
Australia	705087	HYPERCOLD	October 16, 1995
Benelux	597,270	HYPERCOLD	April 15, 1996
France	96/621,266	HYPERCOLD	April 16, 1996
Germany	396 15 867	HYPERCOLD	October 8, 1997
Israel	104228	HYPERCOLD	May 8, 1997
New Zealand	260280	HYPERCOLD	May 26, 1997
Taiwan	790458	HYPERCOLD	January 1, 1998
United Kingdom	2,064,430	HYPERCOLD	March 27, 1996
United States	2,107,925	Miscellaneous Design	October 21, 1997

TRADEMARK APPLICATIONS

ABANDONED TRADEMARK APPLICATIONS

Country	Application No.	Trademark	Filing Date
Japan	3-48542	ROSS	May 10, 1991
Korea	91-13370	ROSS	May 10, 1991
Sweden	91-4207	ROSS	May 10, 1991
Taiwan	80052212	ROSS	November 18, 1991
United Kingdom	1,464,367	ROSS	May 16, 1991
United States	74/205,014	MILE	September 17, 1991
United States	74/696,480	HYPERCACHE	June 21, 1995
Germany	39615862.5	HYPERSTATION	March 22, 1996
Hong Kong	3504/96	HYPERSTATION	March 23, 1996
India	702,794	HYPERSTATION	March 22, 1996
Korea	96/11844	HYPERSTATION	March 26, 1996
New Zealand	260279	HYPERSTATION	March 25, 1996
Singapore	S/2939/96	HYPERSTATION	March 26, 1996
United Kingdom	2064431	HYPERSTATION	March 27, 1996
United States	75/006,260	HYPERCOLD	October 16, 1995
Hong Kong	3503/96	HYPERCOLD	March 23, 1996
India	702,795	HYPERCOLD	March 22, 1996
Japan	8-32549	HYPERCOLD	March 27, 1996
Korea	96/11845	HYPERCOLD	March 26, 1996
Singapore	S/2940/96	HYPERCOLD	March 26, 1996

EXHIBIT D

Mask Works

Description	Registration/Application Number	Registration/Application Date
None		

259675 v2/PA
5kd7021 DOC
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