

01-27-1999

FORM PTO-1594
(Rev. 6-93)

RECOR



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks

100951374

Documents or copy thereof.

1. Name of conveying party(ies):
Applied Science Fiction, Inc.
8920 Business Park Blvd.
Austin, TX 75758

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

Name: Silicon Valley Bank

Internal Address: _____

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA

Individual(s) citizenship

Association

General Partnership

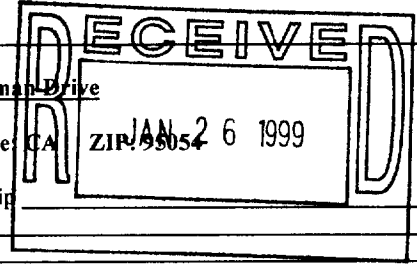
Limited Partnership

Corporation-State

Other: Bank

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



Individual(s) Association

General Partnership Limited Partnership

Corporation-State Delaware

Other _____

Additional name(s) of conveying party(ies) attached? Yes

No

1-26-99

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other: First Amendment to Intellectual Property Security Agreement

Execution Date: January 14, 1999

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

421176

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Cooley Godward LLP

Internal Address: Attn: April M. Piercey

Street Address: 5 Palo Alto Square

City: Palo Alto State: CA ZIP 94306

6. Total number of applications and registration involved: _____

7. Total fee (37 CFR 3.41):..... \$40.00

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. Piercey

January 25, 1999

Date

40E

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

(1st Amendment, Kodak)

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

01/26/1999 BNGUYEN 00000224 421176

01 FC:481

40.00 DP

355467 v1/PA
7M@3011.DOC
012599

TRADEMARK
REEL: 1844 FRAME: 0908

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Amendment*") is dated as of January 14, 1999, and entered into by and between APPLIED SCIENCE FICTION, INC. ("*Grantor*"), a Delaware corporation having its principal place of business at 38920 Business Park Drive, Austin, Texas 78759 and SILICON VALLEY BANK, a California chartered bank ("*Bank*"), with an office at 3003 Tasman Drive, Santa Clara, California, 95054.

RECITALS

A. Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of September 30, 1998, as amended from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition shall have the meaning ascribed to them in the Security Agreement.

B. Under this Amendment, the parties desire to amend certain provisions of the Security Agreement as provided below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, and the representations, warranties, and conditions set forth below, the parties hereto, intending to be legally bound, hereby agree to amend the Security Agreement as follows:

1. AMENDMENT.

(a) The definition of "*Collateral*" is hereby deleted in its entirety and replaced with the following:

To secure its obligations under the Note Purchase Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under all royalty payments, now owned or hereafter acquired, under (i) that certain Applied Science Fiction SDC Manufacturing and License Agreement between Grantor and Nikon Corporation dated as of August 1, 1997, and any amendments or modifications thereto, now existing or hereafter made (the "*Nikon License*"), with respect to Nikon's Coolscan line of products or any successor line of products in the same price and quality range as Nikon's Coolscan line of products (collectively, the "*Nikon Coolscan Line*"), including without limitation, royalty payments pursuant to Section 4 of the Nikon License with respect to the Nikon Coolscan Line, together with all proceeds and products of the foregoing, and (ii) any other agreement or arrangement between Grantor and Nikon pursuant to which Nikon will use or obtains rights to use Grantor's Digital ICE technology with respect to the Nikon Coolscan Line (collectively, the "*Collateral*").

2. MISCELLANEOUS.

(a) **Waivers and Amendments.** Any provision of this Amendment may be amended, waived or modified only upon the written consent of Grantor and Bank.

(b) **Governing Law.** This Amendment and all actions arising out of or in connection with this Amendment shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of law provisions of the State of California or of any other state.

(c) **Successors and Assigns.** The rights and obligations of Grantor and Bank shall be binding upon and benefit the successors, assigns, heirs, administrators and transferees of the parties.

(d) **Entire Agreement.** This Amendment together with the Note, the Additional Note and the other Transaction Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof.


(e) **Severability of this Agreement.** If any provision of this Amendment shall be judicially determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

Dated: January 14, 1999.

APPLIED SCIENCE FICTION, INC.

SILICON VALLEY BANK

By 
Name Mark R. Fournier
Title VP FINANCE

By _____
Name _____
Title _____

[AMD. TO IP SECURITY AGREEMENT]

Dated: January 14, 1999.

APPLIED SCIENCE FICTION, INC.

SILICON VALLEY BANK

By _____

By 

Name _____

Name KIRK J. BLUDE

Title _____

Title SENIOR VICE PRESIDENT

[AMD. TO IP SECURITY AGREEMENT]

SCHEDULE A

COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
SDCLW32		9/28/98

SCHEDULE B

PATENTS

Description	Registration/Application Number	Registration/Application Date
Image Block Windowed Blending	60/075,664	2/23/98

SCHEDULE C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
Digital Ice	421176	1/21/98