

RECORDATION FORM  
**TRADEMARK**

02-11-1999

DEPT. OF COMMERCE  
Patent and Trademark Office



100964168

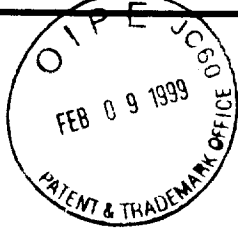
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To the Honorable Commissioner of Patents and Trademarks: Please

copy thereof.

1. Name of conveying party(ies):

MICROMODULE SYSTEMS, INC.  
10500-A Ridgeview Court  
Cupertino, California 95014



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

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

3. Nature of conveyance:

2-9-99

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 22, 1997

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

Name: HAMBRECHT & QUIST GUARANTY FINANCE, LLC

Internal Address: \_\_\_\_\_

Street Address: One Bush Street

City: San Francisco State: CA ZIP: 94104

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other California limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations 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)

75/530,018  
75/530,083

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: MICHAEL J. REMINGTON, ESQ.  
DRINKER BIDDLE & REATH LLP

Internal Address: \_\_\_\_\_

Street Address: 901 Fifteenth Street, N.W.  
Suite 900

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41):..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

02/10/1999 DNGUYEN 00000275 75530018

DO NOT USE THIS SPACE

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02 FC:482 25.00 OP

65E

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.

Michael J. Remington, Esq.  
Name of Person Signing

Michael J. Remington  
Signature

February 8, 1999  
Date

Total number of pages comprising cover sheet: \_\_\_\_\_

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement"), dated as of December 22, 1997, is executed by MicroModule Systems, Inc. a California corporation ("Debtor"), in favor of Hambrecht & Quist Guaranty Finance, LLC, a California limited liability company ("Secured Party").

## RECITALS

A. Debtor and Secured Party have entered into (i) a Loan and Security Agreement (the "Agreement") dated the date hereof, and (ii) a Promissory Note (the "Note") dated the date hereof, pursuant to which Secured Party has made Loan(s) available to Debtor.

B. In order to induce Secured Party to enter into the Agreement and the Note, Debtor has agreed to enter into this Security Agreement and to grant the security interest in the Collateral described below.

## AGREEMENT

NOW, THEREFORE, in consideration described in the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Agreement shall have the respective meanings given to those terms in the Agreement.

2. Grant of Security Interest. As security for the Loan Obligations, Debtor hereby pledges and assigns to Secured Party and grants to Secured Party a security interest in all of its right, title and interests in and to the following property now owned or hereafter acquired (collectively and severally, the "Collateral"):

(a) All copyrights including all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the United States Copyright Office or any successor office or agency thereto (the "Copyright Office") or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described on Attachment I hereto (collectively, the "Copyrights");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the United States Patent and Trademark Office or any successor office or agency thereto (the "Patent and Trademark Office") or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Attachment I hereto (collectively, the "Patents");

(c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Attachment I hereto (collectively, the "Trademarks");

(d) All goodwill of Debtor's business symbolized by the Trademarks and all customer lists and other records of Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by the Debtor (collectively, the "Trade Secrets").

(f) All claims by Debtor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, or Trade Secrets;

(g) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

3. Representations and Warranties. Debtor represents and warrants to Secured Party that (a) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other Person has any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral other than Permitted Liens; (b) Secured Party has or, in the case of after-acquired Collateral, will have, a perfected first-priority security interest in the Collateral; and (c) Debtor does not own any Patents, Trademarks, Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office, the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Attachment I hereto.

4. Covenants Relating to Collateral. Debtor hereby agrees (a) to perform all commercially reasonable acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the first priority of such Lien; (b) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral; (c) to promptly register the most recent version of Debtor's material Copyrights, if not so already registered, as Secured Party may reasonably request from time to time; (d) on a continuing basis, to make, execute and acknowledge and deliver appropriate filings with the Patent and Trademark Office and the Copyright Office, including one or more Powers of Attorney substantially in the form of Attachment II hereto. Secured Party agrees not to use the Powers of Attorney unless an Event of Default has occurred and is continuing.

5. Notice of Patent, Trademark or Copyrights. Debtor will promptly notify Secured Party upon (a) the filing by Debtor of an application for the registration of any Patent, Trademark or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, or (b) the acquisition by Debtor of any Patent, Trademark or Copyright that is filed with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

6. Successors and Assigns. This Security Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Debtor without Secured Party's prior written consent, which consent may be granted or withheld in Secured Party's sole discretion. Secured Party shall have the right at any time with the consent of Debtor, not to be unreasonably withheld to sell, transfer, or negotiate all or any part of, or any interest in the Loan Obligations, this Agreement or any of the Related Agreements, and upon any such sale, transfer or negotiation, the assignee thereof shall be entitled to all of the right title and interest of the Secured Party so transferred.

7. Severability. If a court of competent jurisdiction finds any provision of this Security Agreement to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Security Agreement in all other respects shall remain valid and enforceable.

8. Waiver. Secured Party shall not be deemed to have waived any rights under this Security Agreement, unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Security Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor, shall constitute a waiver of any of Secured Party's rights or of any obligations of Debtor as to any future transactions. Whenever the consent of Secured Party is required under this Security Agreement, the granting of such consent by Secured Party in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Secured Party.

9. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

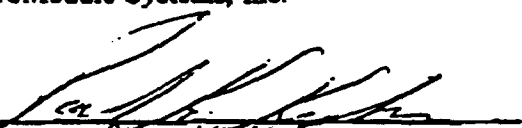
IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed as of the day and year first above written.

MicroModule Systems, Inc.

By

Name:

Title:

  
Paul K. Kidman  
Vice President, Finance

AGREED:

HAMBRECHT & QUIST GUARANTY  
FINANCE, LLC

By Andrew Kahn

Name: ANDREW W. KAHN

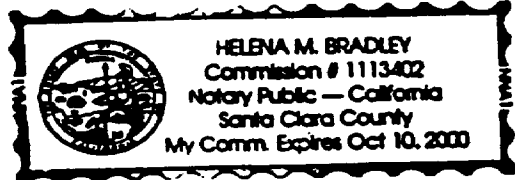
Title: MANAGER

STATE OF CALIFORNIA )  
                  *santa clara* )ss.:  
COUNTY OF ~~SAN FRANCISCO~~ )

On December 22, 1997 before me, Helena M. Bradley personally appeared Paul Kent Ridwan, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature *Helena M. Bradley* (Seal)



# ATTACHMENT 1

## INTELLECTUAL PROPERTY

### PATENTS

<u>Patent No.</u>	<u>Country</u>	<u>Patent Date</u>	<u>Title</u>
5,402,077	USA	03/28/95	Bare Die Carrier
5,422,514	USA	06/06/95	Packaging and Interconnect System for Integrated Circuits
5,619,399	USA	04/08/97	Mounting Assembly for Multiple Chip Module
79277	Taiwan	01/01/96	Membrane Probing

### PATENT APPLICATIONS

<u>Serial No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
08/593,897	USA	01/30/96	Multiple Chip Module Assembly for Top of Mother Board
08/551,432	USA	11/01/95	Mounting Assembly for Multiple Chip Module
08/696,320	USA	08/30/94	Multiple Microprocessor Module
08/420,844	USA	04/10/95	Packaging and Interconnect
08/621,563	USA	03/25/96	Packaging and Interconnect System
08/303,498	USA	09/09/94	Membrane Probing of Circuits
PTC/US93/11002	PTC - Europe and PTC - Japan	11/18/93	Bare Semiconductor Circuit Die Carrier
PTC/US95/11273	PTC - Europe and PTC - Japan	05/06/96	Membrane Probing of Circuits

### PATENT LICENSES

<u>Patent Nos.</u>	<u>Title</u>	<u>License</u>
4,084,132 5,083,697	MCM-D Thin Film Substrate with Particle Interconnect	Dated 09/10/93 between PI Partnership as Licensor and MicroModule Systems, Inc. as Licensee

**REGISTERED TRADEMARKS**

<u>Country Name</u>	<u>Trademark</u>	<u>Classes</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
USA	Chipframe	9			11/26/96	2,019,489
USA	MicroModule Systems	9			07/04/95	1,903,899
USA	MicroModule Systems and Design	9			03/19/96	1,962,780

**PENDING TRADEMARKS**

<u>Country Name</u>	<u>Trademark</u>	<u>Classes</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
USA	Chipseed	9	03/21/97	75/261,527		
USA	Design (Squares)	9	07/03/97	75/319,550		
USA	Doubledrive	9	06/21/94	74/540,750		
USA	PC Booster	9	05/06/94	74/521,214		
USA	Spectrum CPU Module	9	04/16/97	75/275,602		
USA	Speedframe	9	12/27/93	74/474,922		
USA	Testframe	9	08/30/93	74/430,526		

**FOREIGN REGISTERED TRADEMARKS**

<u>Country Name</u>	<u>Trademark</u>	<u>Classes</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
Fed. Rep. of Germany	MicroModule Systems (+Design)	9	02/07/95	39505 430.3	07/03/96	39505430

**FOREIGN PENDING TRADEMARKS**

<u>Country Name</u>	<u>Trademark</u>	<u>Classes</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Registration Number</u>
U.K.	MicroModule Systems and Design	9	12/30/94	2006076		



**ATTACHMENT II**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**SPECIAL POWER OF ATTORNEY**

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF Santa Clara            )

KNOW ALL PERSONS BY THESE PRESENTS, THAT MicroModule Systems, Inc., a California corporation ("Debtor"), pursuant to an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement"), between Debtor and HAMBRECHT & QUIST GUARANTY FINANCE, LLC, a California limited liability company ("Secured Party"), hereby appoints and constitutes Secured Party, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;


5. For the purpose of evidencing and perfecting Secured Party's interest in any patent, trademark, copyright or mask work not previously assigned to Secured Party as security, or in

any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers to the extent necessary or advisable to obtain the purposes described above as Secured Party may in its sole discretion determine.

Dated: [Date] 12/22/97

MicroModule Systems, Inc.

By   
Name: Paul K. Richmond  
Title: V.P. - Finance

