

REC'D
2/10/99

02-12-1999



SHEET

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.
Address of receiving party(ies):

100964707

1. Name of conveying party(ies):

Defect & Yield Management, Inc.

Name: Fleet National Bank

Internal Address:

Street Address:

One Federal Street

City:

Boston

State:

MA

ZIP:

02110

- Individuals Association
- General Partnership Limited Partnership
- Corporate-State Massachusetts
- Other

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

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

3. Nature of conveyance:

2-10-99

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: January 15, 1999

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

A. Trademark Application No(s)

B. Trademark Registration No.(s)

1.) 2,188,606

Additional numbers attached? Yes No

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

Name: Jonathan R. Harris, Esq.

Internal Address: Edwards & Angell, LLP

Street Address: 101 Federal Street

City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

1

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account Number:

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

02/11/1999 JSMBBAZZ 00000165 2188606

DO NOT USE THIS SPACE

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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.

Judy Radoccia

Name of Person Signing

Signature

2/9/99

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 & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 1853 FRAME: 0599

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS, DEFECT & YIELD MANAGEMENT, INC., a Massachusetts corporation, with a principal place of business at 20 North Road, Bedford, MA 01730 (the "Company") and FLEET NATIONAL BANK, with a place of business at One Federal Street, Boston, Massachusetts 02110 (the "Bank") have entered into an Inventory, Accounts Receivable and Intangibles Security Agreement dated January 15, 1999 (the "Security Agreement") and are also parties to a related letter agreement (the "Letter Agreement") between the Bank and the Company; and

WHEREAS, the Company is the owner and user of the trademark listed on Schedule A hereto and identified in said Security Agreement (the "Trademark"); and

WHEREAS, among the security interests granted by the Company to the Bank pursuant to the Security Agreement is a security interest in the Trademark listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademark; and

WHEREAS, the parties to the Security Agreement contemplate and intend that, if an Event of Default (as defined in the Letter Agreement) shall occur and be continuing, the Bank shall have all rights of the Company in and to the Trademark and the goodwill of the business of the Company associated with and symbolized by the Trademark as may be necessary or proper in order to enable the Bank, as foreclosing secured party, to continue such business of the Company or, following such foreclosure, to transfer to a purchaser all such rights as may be necessary or proper to enable such purchaser to continue such business of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties reconfirm the terms of the Security Agreement, as if set forth fully herein, and acknowledge that the Bank has a security interest in the Trademark listed on Schedule A hereto, together with the goodwill of the business associated with and symbolized by such Trademark; as security for the Obligations (as defined in the Security Agreement), the Company hereby collaterally assigns to the Bank, and grants a security interest to the Bank in and to, all of the Company's right, title and interest in and to said Trademark and the goodwill of the business associated therewith; the Company agrees that it will not sell or assign the Trademark without the prior written consent of the Bank; and the Company and the Bank request that the Commissioner of Patents and Trademarks record this document with respect to the Trademark.

The Company hereby appoints the Bank as the Company's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default (as defined in the Letter Agreement), to execute and deliver, in the name and on behalf of the Company, and to cause the recording of all such further assignments and other instruments as the Bank may deem necessary or desirable in order to carry out the intent of the Security Agreement and this Security Agreement (Trademarks).

The Company agrees that all third parties may conclusively rely on any such further assignment or other instrument, so executed, delivered and recorded by the Bank (or the Bank's designee in accordance with the terms hereof) and on the statements made therein.

DEFECT & YIELD MANAGEMENT, INC.

FLEET NATIONAL BANK

By: Mingche M. Li
Name: Mingche M. Li
Title: Treasurer

By: [Signature]
Its Vice President

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Middlesex) ss.

Then personally appeared before me the above-named Mingche M. Li, the Jalazuaa of Defect & Yield Management, Inc., and stated that he/she executed the foregoing instrument under the authority of said corporation's Board of Directors and acknowledged the foregoing instrument to be the free act and deed of said corporation.

WITNESS my hand and seal this 15th day of January, 1999.

[Signature]
Notary Public
My commission expires:
Cynthia Chiao, Notary Public
Commonwealth of Massachusetts
My Commission Expires 12/31/2000

**SCHEDULE A
TO
SECURITY AGREEMENT (TRADEMARKS)**

Marks with Federal Registration

<u>Marks</u>	<u>Registration No./Reg. Date</u>	<u>Use</u>
NEURALNET	2,188,606 (Supplemental Register)/September 8, 1998	Neural network software for wafer bin and bit analysis used in semiconductor manufacturing of wafers

Marks with Pending Applications

<u>Marks</u>	<u>Serial No./Filing Date</u>	<u>Use</u>
	None.	