

MKD  
3-24-99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

03-30-1999



OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks: Please record the attach

100997732

1. Name of conveying party(ies):  
Topaz Technologies, Inc., a Delaware corporation.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Silicon Valley Bank  
Internal Address: \_\_\_\_\_  
Street Address: 9020 Capital of Texas Highway North,  
Building 1, Suite 350  
City: Austin State: Texas ZIP: 78759

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_

General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other a California state chartered bank

If assignee is not domiciled in the United States, a domestic representative designation is attached:  No      Yes   
 (Designations must be a separate document from assignment)  
 Additional name(s) and address(es) attached?  Yes       No

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 4, 1999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

( 380,368      380,607 )  
 ( 507,459      507,458 )  
 ( 2,163,907 )

Additional numbers attached?  Yes  No

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

Name: Roy C. Snodgrass III  
 Internal Address: \_\_\_\_\_  
Edens Snodgrass Nichols & Breeland, P.C.  
 Street Address: 2700 Franklin Plaza  
111 Congress Avenue  
 City: Austin State: Texas ZIP: 78701

6. Total number of applications and registrations involved:..... 5

7. Total fee (37 CFR 3.4)..... \$ 140.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
N/A

(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.*

Roy C. Snodgrass III      Roy C. Snodgrass III      March 22, 1999  
 Name of Person Signing      Signature      Date

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

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

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 4, 1999 by and between **SILICON VALLEY BANK**, a California state chartered bank ("Bank") and **TOPAZ TECHNOLOGIES, INC.**, a Delaware 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 Business Loan Agreement by and between Bank and Grantor dated March 26, 1998 (as amended by that certain Amendment No. 1 to Business Loan Agreement of even date herewith and as it may hereafter be amended, collectively the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement or in the Security Agreement, as defined below). 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 and the terms of a Security Agreement executed by Grantor (as the same may have been and may be amended, modified or supplemented from time to time, the "Security 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 and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and the Security 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 (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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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, Security 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, Security 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.

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.

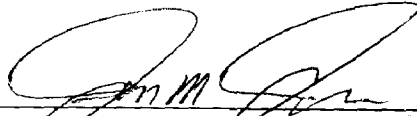
**GRANTOR:**

Address of Grantor:

12710 Research Blvd., Suite 300  
Austin, Texas 78759

Attn: Jon Irvin

TOPAZ TECHNOLOGIES, INC.

By:   
Name: Jon M. Irvin  
Title: CEO

**BANK:**

Address of Bank:

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

Attn: Dan M. Connolly

SILICON VALLEY BANK

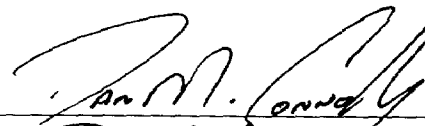
By:   
Name: DAN M. CONNOLLY  
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TOPAZ	380,368	10/28/97
GRANITE	380,607	10/28/97
TOPAZ TECHNOLOGIES	507,459	06/19/98
TOPAZ TECHNOLOGIES	507,458	06/19/98
GRANITE	2,163,907	04/14/98

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE