

MO 5-3-99

05-05-1999

FORM PTO-1594
(Rev. 6-93)



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

To the Honorable Commissioner of Pa

101031887

ached original documents or copy thereof.

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

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes
 No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: First Amendment to Intellectual Property Security Agreement

Execution Date: January 14, 1999

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

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)

(75421176)

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

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: 1

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

Previously sent
 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

May 3, 1999

Date

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

01-27-1999

FORM PTO-1594

RECORDED

(Rev. 6-93)

1-26-99



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

- 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

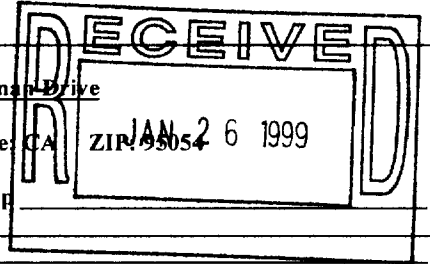
2. Name and address of receiving party(ies):

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

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

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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 INGIYEN 00000224 421176

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TRADEMARK
REEL: 1891 FRAME: 0604

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 _____

Name _____

Title _____

By  _____

Name KIRK J. BLOEDE

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

JANUARY 25, 1999

VIA FEDERAL EXPRESS

U. S. Patent and Trademark Office
Office of Public Records
Attn: Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: (S4491-179) First Amendment to Intellectual Property Security Agreement

Dear Assistant Commissioner:

Pursuant to §2.185 of 37 CFR, the enclosed documents are submitted for recording with the Patent and Trademark Office:

First Amendment to Intellectual Property Security Agreement, dated as of January 14, 1999 whereby Applied Science Fiction, Inc., having its principal business office at 8920 Business Park Blvd., Austin, TX 75758 (the "Grantor"), grants to Silicon Valley Bank, having an office at, 3003 Tasman Drive, Santa Clara, CA 95054 (the "Bank"), a security interest in all Trademarks, and Trademark Applications of the Grantor, including, but not limited to, one (1) Trademark listed on the Trademark Cover Sheet.

The Commissioner is hereby authorized to charge any underpayment of assignment fees associated with this communication or credit any over payment to Deposit Account No. **03-3115**.

After the enclosed First Amendment to Intellectual Property Security Agreement has been recorded, please return it to me with the certificate of recordation.

Please acknowledge receipt of this letter and the accompanying enclosures by date stamping the enclosed self-addressed prepaid yellow return receipt card.

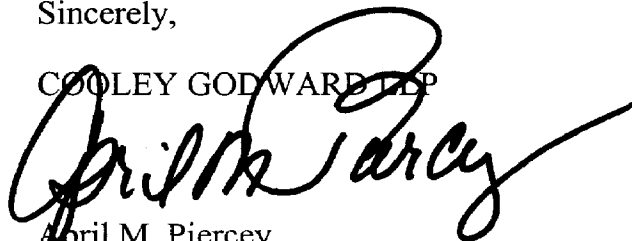
July 15, 1998

Page Two

If you have any questions regarding the enclosed documentation please call me.

Sincerely,

COOLEY GODWARD LLP

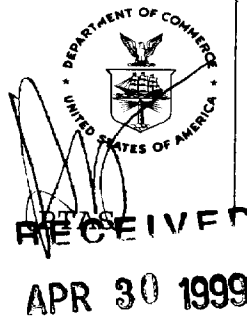
A handwritten signature in black ink, appearing to read "April M. Piercey". The signature is written in a cursive style with a large, looping initial "A".

April M. Piercey
Corporate Paralegal

Enclosures

cc: Nina Grover, Esq.
(w/enclosures)
Kirk J. Bloede
(w/enclosures)

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UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

APRIL 21, 1999

COOLEY GODWARD LLP
ATTN: APRIL M. PIERCEY
5 PALO ALTO SQUARE
PALO ALTO, CA 94306



UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/26/1999

REEL/FRAME: 1844/0908
NUMBER OF PAGES: 8

BRIEF: SECURITY INTEREST

ASSIGNOR:
APPLIED SCIENCE FICTION, INC.

DOC DATE: 01/14/1999
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CALIFORNIA 95054

CITIZENSHIP:
ENTITY: BANK

APPLICATION NUMBER: 00421176
REGISTRATION NUMBER:

FILING DATE:
ISSUE DATE:

MARK:
DRAWING TYPE:

TRADEMARK
REEL: 1891 FRAME: 0614

JOANN STEWART, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

5/4/99
Corrective

MAY 3, 1999

VIA FEDERAL EXPRESS

U. S. Patent and Trademark Office
Office of Public Records
Attn: Joanne Stewart, Examiner
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: (S4491-179) Correction to recorded First Amendment to Intellectual Property Security Agreement

Dear Joanne Stewart:

Thank you for your notification of recordation letter dated April 21, 1999, indicating the recordation of Trademark Application number 00421176, recorded on January 26, 1999 as REEL/FRAME: 1844/0908. Your letter does not indicate the name or the filing date of the Trademark Application, therefore I'm enclosing following documentation:

1. Original notification letter from the Patent and Trademark Office dated April 21, 1999 (reference number 100951374A);
2. Original Trademark Cover Sheet dated January 25, 1999;
3. First Amendment to Intellectual Property Security Agreement dated as of January 14, 1999, by and between Applied Science Fiction, Inc. and Silicon Valley Bank;
4. My original cover letter addressed to the U.S. Patent and Trademark Office; and
5. Corrected Trademark Cover Sheet – in reference to Trademark Application - Digital Ice 75421176.

Please make the correction to the above referenced Trademark Application and retain the original recording date.

After the enclosed-recorded First Amendment to Intellectual Property Security Agreement has been corrected, please return it to me with the certificate of recordation.

May 3, 1999

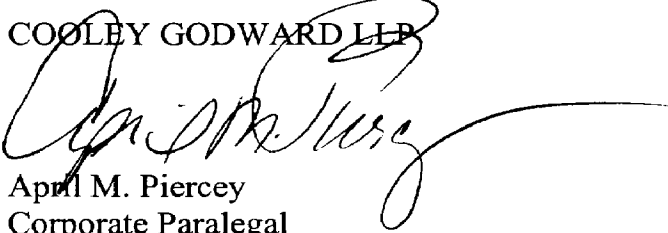
Page Two

Please acknowledge receipt of this letter and the accompanying enclosures by date stamping the enclosed self-addressed prepaid yellow return receipt card.

If you have any questions or need additional documentation please call me.

Sincerely,

COOLEY GODWARD LLP


April M. Piercey
Corporate Paralegal

Enclosures

cc: Nina Grover, Esq.
(w/enclosures)
Kirk J. Bloede
(w/enclosures)

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