

09-09-1999



FORM PTO-1594  
(Rev 5-93)

9-7-99

101139120

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
IGS TECHNOLOGIES, INC.

Individual(s) citizenship:

Association:  
General Partnership:  
Limited Partnership:  
Corporation - State: CALIFORNIA  
Other:

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

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: June 21, 1999

2. Name and address of receiving party(ies):  
Name: FAR EAST NATIONAL BANK  
Address: 2001 GATEWAY PLACE  
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:  
Association:  
General Partnership:  
Limited Partnership:  
Corporation - State:  
Other: a National Bank

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 trademark number(s):  
A. Trademark Application No.(s)  
75/312,433 75/274,954

B. Trademark Registration No.(s)  
2,229,560

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
401 B Street, Suite 1700  
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41) . . . . . \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

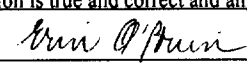
8. Deposit account number: 07-1907

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

09/08/1999 JSHABAZZ 00000023 071907 75312433  
01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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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.

Erin O'Brien  September 3, 1999  
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [ 6 ]

Mail Documents to be recorded with required cover sheet information to:  
U.S. Patent and Trademark Office, Office of Public Records  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, VA 22202

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2100742-900100

TRADEMARK  
REEL: 001954 FRAME: 0762

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 21, 1999 by and between FAR EAST NATIONAL BANK ("Bank") and IGS TECHNOLOGIES, INC., a California 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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and any other agreement between Grantor and Bank, now existing or hereafter arising, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan 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 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 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.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

IGS TECHNOLOGIES, INC.

Address of Grantor:

4001 Burton Drive  
Santa Clara, CA 95054

By: *J. C. Kuo*

Attn: J. C. Kuo

Title: Secretary

BANK:

FAR EAST NATIONAL BANK

Address of Bank:

2001 Gateway Place  
San Jose, CA 95110

By: *Dan Michener*

Attn: Dan Michener

Title: AVP

EXHIBIT A

Copyrights

Description

Registration/  
Application/  
Number

Registration/  
Application/  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of Apparatus for combining Video and Graphics	09/276,878	3/26/99
Apparatus for combining Video and Graphics -Alpha Blending Circuit	09/335,538	6/18/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
FLEXIBUS	75312433	6/20/97
TVDIRECT	75274954	4/15/97
CYBERPRO	2,229,560	3/2/99

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): IGS TECHNOLOGIES, INC.</p> <p>Individual(s) citizenship:</p> <p>Association:</p> <p>General Partnership:</p> <p>Limited Partnership:</p> <p>Corporation - State: CALIFORNIA</p> <p>Other:</p> <p>Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No</p> <p>3. Nature of Conveyance:</p> <p>[ ] Assignment [ ] Merger [X] Security Agreement [ ] Change of Name [ ] Other</p> <p>Execution Date: June 21, 1999</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: FAR EAST NATIONAL BANK Address: 2001 GATEWAY PLACE City: SAN JOSE State: CA Zip: 95110</p> <p>Individual(s) citizenship:</p> <p>Association:</p> <p>General Partnership:</p> <p>Limited Partnership:</p> <p>Corporation - State:</p> <p>Other: a National Bank</p> <p>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)</p> <p>Additional name(s) &amp; address(es) attached? [ ] Yes [x] No</p>
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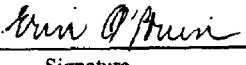
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<p>Additional numbers attached? [ ] Yes [X] No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Erin O'Brien Internal Address: GRAY CARY WARE &amp; FREIDENRICH 401 B Street, Suite 1700 San Diego, California 92101-4297</p>	<p>6 Total number of applications and registrations involved: 3</p> <hr/> <p>7. Total fee (37 CFR 3.41) . . . . . \$ 90.00 [ ] Enclosed [ X ] Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number: 07-1907</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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Erin O'Brien		September 3, 1999
Name of Person Signing	Signature	Date

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