

SENT BY: FREEBORN & PETERS

; 9-30-99 ; 15:28 ; FREEBORN & PETERS-

3034029266;# 2/ 3

FORM PTO-1618A
Expires 05/30/98
OMB DS-1-0027

10-14-1999



101170778

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

mrs

10-12-99

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
09-29-99

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/14/1999 DNGUYEN 00000025 75344728

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK

REEL: 001974 FRAME: 0295

FORM PTO-1618B
Expires 06/30/99
CPA# 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/34472R"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/329544"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/344726"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Craig G. Lamborn
Name of Person Signing

Craig G. Lamborn
Signature

9/30/99
Date Signed

Craig G. Lamborn, V.P. of Finance

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated September 29, 1999 is between SILICON VALLEY BANK ("Bank") and ECRIX CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement dated September 29, 1999, by and between Bank and Grantor (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

C. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Loan Agreement.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. As used herein, Intellectual Property Collateral shall not include any licenses or other agreements which by law or their terms may not be assigned by Grantor. Grantor represents and warrants to Bank that as of the date of this Agreement, Grantor holds no nonassignable licenses, except for the license granted in that certain Agreement dated February 4, 1999, by and between AIWA Co., Ltd., a Japanese corporation and Ecrix Corporation, a Delaware corporation. Grantor covenants to Bank to promptly notify Bank if Grantor shall be a party to a license that shall be assignable only with the consent of the other party thereto and to use its best efforts to obtain the consent of such other party if the Bank so requests.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

SILICON VALLEY BANK

GRANTOR:

Negan Vaneris 01610 Andrew Enroth
(Signature)

[Handwritten Signature]
(Signature)

AVP VP
(Title) (Title)

Exhibit A

COPYRIGHTS

<u>Description</u>	<u>Reg./Application Number</u>	<u>Reg/Application Date</u>
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NONE

Exhibit B

PATENTS

<u>Description</u>	<u>Reg./Application Number</u>	<u>Reg./Application Date</u>
Overscan Helical Scan Head for Non-Tracking Subsystems Reading at up to 1X Speed and Methods for Simulation of the Same	09/176,013	10/20/1998
Variable Speed Recording Method & Apparatus for Magnetic Tape Drive	09/176,079	10/20/1998
ECC	09/176,014	10/20/1998
Method and apparatus for logically rejecting previously recorded track residue from magnetic media	09/192,794	11/16/1998
Rogue Packet	09/192,809	11/16/1998
A method of reacquiring clock synchronization on a non-tracking helical scan tape device	09/192,808	11/16/1998
Read Gate Filter	09/176,015	10/20/1998
Control Packet	09/193,030	11/16/1998

Exhibit C

TRADEMARKS

<u>Description</u>	<u>Reg./Application Number</u>	<u>Reg./Application Date</u>	
VSA	75/344728	03/02/99	
VST	75/329544	03/02/99	
VXA	75/344726	10/13/98	
VXATape	929534	12/23/98	Benelux
	894164	10/23/1998	Canada
	98/755970	10/23/1998	France
	398624461/09	10/29/1998	Germany
	99C 000163	1/12/1999	Italy
	?	10/23/1998	Japan
	?	10/12/1998	Singapore
	08406/1998	10/13/1998	Switzerland
	2179742	10/16/1998	United Kingdom
VXA	929535	12/23/1998	Benelux
	894163	10/23/1998	Canada
	98/755971	10/23/1998	France
	398624488/09	10/29/1998	Germany
	99C 000164	1/12/1999	Italy
	?	10/23/1998	Japan
	?	10/23/1998	Singapore
	08407/1998	10/13/1998	Switzerland
	2179743	10/16/1998	United Kingdom

Exhibit D

MASK WORKS

<u>Description</u>	<u>Reg/Application Number</u>	<u>Reg/Application Date</u>
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NONE