

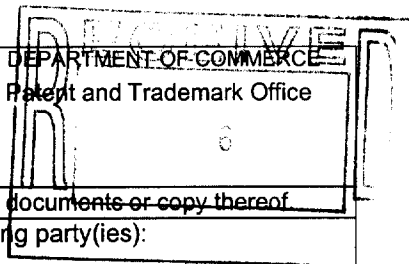
10-29-1999



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



FORM TPO-1-3-1992

M.P.D.
10-26-99

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

<p>1. Name of conveying party(ies): Photo Access Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other -----</p> <p>Execution Date: 10/19/99</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Drive City: Santa Clara State: Ca ZIP: 95054</p> <p><input type="checkbox"/> Individual(s) Citizenship ----- <input type="checkbox"/> Association ----- <input type="checkbox"/> General Partnership ----- <input type="checkbox"/> Limited Partnership ----- <input checked="" type="checkbox"/> Corporation-State CA <input type="checkbox"/> Other -----</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) See Exhibit C attached hereto and made a part hereof	B. Trademark Registration No.(s) See Exhibit C attached hereto and made a part hereof
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HG150 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: 6</p> <p>7. Total fee (37 CFR 3.41):\$ 165.00 <input checked="" type="checkbox"/> Enclosed #8103 <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

10/29/1999 NTHAI1 00000052 75616258
01 FC:481 40.00 OP
02 FC:483 statement and signature. 125.00 OP

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.

Michelle Giannini
Name of Person Signing

Michelle Giannini
Signature

10/19/99
Date

Total number of pages comprising cover sheet: 1

OMB No 0651 -0011 (exp 4/94)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PHOTOCHIP	75-616,258	1/4/99
PHOTOAPPS	75-572,007	10/16/98
PHOTOEDIT	75-570,261	10/14/98
PHOTODEVELOP	75-570,260	10/14/98
PHOTOSETTINGS	75-570,259	10/14/98
PHOTOACCESS	75-570,258	10/14/98

TRADEMARK

REEL: 001981 FRAME: 0808

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 1999 by and between SILICON VALLEY BANK ("Bank") and PHOTO ACCESS 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 September 30, 1999 (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). 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, 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, 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, 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 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.

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:

PHOTO ACCESS CORPORATION

Address of Grantor:

1916 Old Middlefield Way
Mountain View, CA 94043

Attn: _____

By: 
Title: _____

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

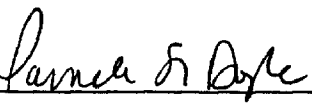
By: 
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Exhibit B
Patents Only

Photo Access Patent

Matter #	Matter Name	Inventors	Date Status	Application No.
011	Transporting Digital Images	Mohammad A. Safai, Eugene Wang	5/18/98 Filed, papers filed, IDS letter sent, awaiting office action	09/081,491
018	Remote Digital Image Printing And Interface	Mohammad L. Safai, Douglas Teeple	Not Yet Filed	
020	Image Interpolation Circuit Architecture and Method for Fast Bi-Cubic Interpolation of Image Information	Art Sobel; Todd S. Sachs	4/20/99 Filed, papers filed, IDS letter sent, awaiting office action	09/295,727
022	Method of Fast Bi-Cubic Interpolation of Image Information	Arthur Sobel; Todd S. Sachs	4/20/99 Filed, papers filed, IDS letter sent, awaiting office action	09/296,194
023	Image Markup Language	Jerry Barber	Not Yet Filed	
024	Apparatus and Method for Correcting Non-Linearity in Response of an Image Sensor	Arthur Sobel	Not Yet Filed	
025	Server Control of a Digital Camera	Gerald R. Barber	Not Yet Filed	
028	Digital Camera	Mohammad A. Safai	5/29/98 Filed, papers filed, IDS letter sent, awaiting office action	09/087,253
029	Digital Camera	Mohammad A. Safai	5/29/98 Filed, papers filed, IDS letter sent, awaiting office action	09/087,266
030	Digital Camera	Mohammad A. Safai	5/29/98 Filed, papers filed, IDS letter sent, awaiting office action	09/087,206

Friday, October 08, 1999
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Exhibit B
Patents Continued

Matter #	Matter Name	Inventors	Date Status	Application No.
031	Noise Cancellation Circuit and Method for a Digital Camera	Gary Embler	Not Yet Filed	
032	Method for Addressing a Digital Image	Mohammad A. Safai	Not Yet Filed	
033	Directed Linear Interpolation of Edges in a Digital Image	Todd S. Sachs	Not Yet Filed	
LP001	Photo-Sensor based electronic image "capture-and-store" cartridge (not pursued)	Abay Oswal	Not Pursued	

Friday, October 08, 1999

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date