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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patents

...ed original documents or copy thereof.

1. Name of conveying party(ies):

Cornerstone Peripherals Technology, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 30, 1999

2. Name and address of receiving party(ies)

Name: Fleet Business Credit Corp.

Internal Address: Suite 400

Street Address: 15260 Ventura Blvd.

City: Sherman Oaks State: CA ZIP: 91403

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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 patent number(s):

A. Trademark Application No.(s)

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: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

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)

11/03/1999 NTHAI1 00000015 2022306

DO NOT USE THIS SPACE

01 EC:481

02 EC:482

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.

Laura Konrath

Name of Person Signing

Signature

10/25/99

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 & Trademarks, Box Assignments

TRADEMARK

REEL: 001983 FRAME: 0123

Continuation
Item 4

Schedule 2

TRADEMARKS—

<u>U.S. trademarks:</u>	<u>Reg No.</u>	<u>Reg. Date</u>
ClearColor	2,022,506	Dec 10, 1996
Cornerstone (name)	2,003,835	Oct 1, 1996
Cornerstone (square logo)	1,797,666	Oct 12, 1993
DualPage	1,558,863	Oct 3, 1989
ImageAccel	1,795,703	Sept 28, 1993
ImageCare	1,970,443	April 23, 1996
SuperFocus	75/267,555	pending

TRADEMARK LICENSES—none

**CONTINUING SECURITY INTEREST AND
CONDITIONAL ASSIGNMENT OF
PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

This CONTINUING SECURITY INTEREST AND CONDITIONAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES (this "Agreement") is dated as of June 30, 1999 by and between CORNERSTONE PERIPHERALS TECHNOLOGY, INC., a California corporation (the "Obligor"), and FLEET BUSINESS CREDIT CORP. (F/K/A SANWA BUSINESS CREDIT CORPORATION) (the "Lender") under that certain Loan and Security Agreement dated as of September 24, 1998 (the "Loan Agreement"; terms used but not otherwise defined herein shall have the respective meanings provided for in the Loan Agreement) among the Obligor and the Lender.

W I T N E S S E T H:

WHEREAS, Obligor (i) owns the patents and patent applications listed on Schedule 1 annexed hereto, and is a party to the patent licenses listed on Schedule 1 annexed hereto, (ii) owns the trademarks, trademark registrations, and trademark registration applications listed on Schedule 2 annexed hereto, and is a party to the trademark licenses listed on Schedule 2 annexed hereto and (iii) owns the copyrights, copyright registrations and copyright registration applications listed on Schedule 3 annexed hereto, and is a party to the copyright licenses listed on Schedule 3 annexed hereto; and

WHEREAS, pursuant to the terms of the Loan Agreement, Obligor has granted to Lender, a security interest in substantially all the assets of Obligor, including all right, title and interest of Obligor in, to and under all now owned and hereafter acquired intellectual property, together with all proceeds thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligor hereby agrees as follows:

A. Obligor hereby grants to Lender a continuing security interest in all of Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patents"), whether presently existing or hereafter created or acquired:

- (1) each patent and patent application of Obligor therefor, including, without limitation, each patent and patent application referred to in Schedule 1 annexed hereto;
- (2) each patent license to which Obligor is a party, including, without limitation, each patent license listed on Schedule 1 annexed hereto; and
- (3) all proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

B. Subject to Section D below, Obligor hereby grants to Lender a continuing security interest in all of Obligor's right, title and interest in, to and under the following (all of the

TRADEMARK

REEL: 001983 FRAME: 0125

following items or types of property being herein collectively referred to as the "Trademarks"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark registration application of Obligor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 2 annexed hereto and the goodwill associated therewith;
- (2) each trademark license to which Obligor is a party, including, without limitation, each trademark license listed on Schedule 2 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

C. Obligor hereby grants to Lender a continuing security interest in all of Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Copyrights"), whether presently existing or hereafter created or acquired:

- (1) each copyright, copyright registration and copyright registration application of Obligor, including, without limitation, the copyright, copyright registrations and copyright registration applications referred to in Schedule 3 annexed hereto;
- (2) each copyright license to which Obligor is a party, including, without limitation, each copyright licensed listed on Schedule 3 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies thereon.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Obligor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Patents, Trademarks and Copyrights made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

D. Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Lender of any applications by Obligor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use" Applications"), but rather, if and so long as Obligor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Lender on such Intent-To-Use Application as collateral security for the Liabilities.

E. In addition to, and not by way of limitation of, all other rights granted to Lender under the Loan Agreement, this Agreement and the Ancillary Agreements, as collateral security only for the complete payment when due of all Liabilities, Obligor hereby, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Loan Agreement,

and the exercise by Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to Section 11 of the Loan Agreement, sells, assigns, grants, conveys, transfers and sets over to Lender any and all rights of Obligor under any license and any license agreement with any other party, whether Obligor is a licensor or licensee under such license agreement, and the right to prepare for sale, sell and advertise for sale all Collateral now or hereafter owned by Obligor and now or hereafter covered by such license (all to the extent allowable under such license) and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to Lender under this Agreement which rights are material to the conduct of Obligor's business. Obligor hereby covenants that, within ten (10) days thereafter, it will notify Lender if any Patent described in subsection (A)(1) hereof, Copyright described in subsection (C)(1) hereof or Trademark described in subsection (B)(1) hereof shall at any time hereafter become subject to any such license agreement and that, together with such notice, it will provide Lender with full identification thereof and with such further documentation as Lender may reasonably request to accomplish or assure the accomplishment of the purpose of this Section E.

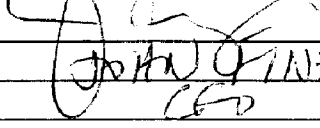
F. Obligor hereby agrees that, upon the maturity of the Liabilities or the earlier acceleration of any Liability in accordance with the Loan Agreement, and the exercise by Lender of any or all of its rights or remedies with respect to any or all of the Collateral pursuant to Section 11 of the Loan Agreement, Lender's right to use all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent of the Obligor's right to use the same, and without any liability for royalties or other related charges from Lender to any Obligor. The term of the collateral assignments and grant of security interest granted herein shall extend until the expiration of each of the Patents, Copyrights and Trademarks collaterally assigned hereunder, or until the Liabilities have been paid in full in cash and all commitments to lend thereunder terminated.

G. Obligor represents and warrants that the United States and foreign Patents, Copyrights and Trademarks constitute all of the patents, patent applications, copyrights, copyright registrations, copyright registration applications, trademarks, trademark registrations, trademark registration applications and licenses with respect to any of the foregoing now owned by Obligor. Within ten (10) days after the creation thereof, Obligor shall identify in writing to Lender all new applications for United States and foreign letters patent, copyright registrations and trademark registrations and licenses of Obligor, which new applications, patents, copyright registrations, trademark registrations and licenses shall be subject to the terms and conditions of the Loan Agreement and this Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed by its duly authorized officer as of June 30, 1999.

CORNERSTONE PERIPHERALS TECHNOLOGY, INC.

By: 
Name: JOHN J. NEENAN
Title: CEO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of CALIFORNIA

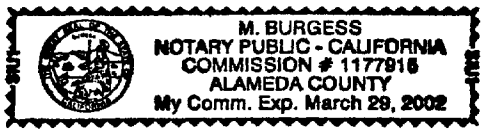
County of ALAMEDA

On July 2, 1999 before me, M. BURGESS, NOTARY PUBLIC

personally appeared John Finegan

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- Individual, Corporate Officer, Partner(s), Limited, General, Attorney-in-fact, Trustee(s), Guardian/conservator, Other.

DESCRIPTION OF ATTACHED DOCUMENT

Continuing Security Interest and Conditional Assignment of Patents, Trademarks, Copyrights and Licenses

21 NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

Schedule 1

PATENTS—none

PATENT LICENSES—none

Schedule 2

TRADEMARKS—

<u>U.S. trademarks:</u>	<u>Reg No.</u>	<u>Reg. Date</u>
ClearColor	2,022,506	Dec 10, 1996
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Cornerstone (square logo)	1,797,666	Oct 12, 1993
DualPage	1,558,863	Oct 3, 1989
ImageAccel	1,795,703	Sept 28, 1993
ImageCare	1,970,443	April 23, 1996
SuperFocus	75/267,555	pending

TRADEMARK LICENSES—none

Schedule 3

COPYRIGHTS—none

COPYRIGHT LICENSES—none

RECORDED: 11/01/1999

TRADEMARK
REEL: 001983 FRAME: 0132