

MRD 11-12-99

11-17-1999

FORM PTO-1594  
(Rev. 5-93)



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commission

and original documents or copy thereof.

101201990

1. Name of conveying party(ies):

GENUS, 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: October 14, 1999

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

Name: VENTURE BANKING GROUP  
a division of Cupertino National Bank  
Address: Three Palo Alto Square, Suite 150  
City: Palo Alto State: CA Zip: 94306

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 trademark number(s):

A. Trademark Application No.(s)

75/334,969

B. Trademark Registration No.(s)

1,372,204

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: 2

7. Total fee (37 CFR 3.41) . . . . . \$65.00

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)

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.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

November 11, 1999  
Date

Total number of pages comprising cover sheet: [ 7 ]

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

SD:1320292.1  
1030940-909500

11/17/1999 DWGUYEN 00000098 071907 75334969

01 FC:481 40.00 CH  
02 FC:482 25.00 CH

TRADEMARK  
REEL: 001988 FRAME: 0924

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 14, 1999 by and between VENTURE BANKING GROUP, a division of Cupertino National Bank ("Bank") and GENUS, 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 under all other agreements now existing or hereafter arising between Grantor and Bank, 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:

Address of Grantor:

1139 Karlstad Drive  
Sunnyvale, CA 94089

Attn: Kenneth Schwanda

GENUS, INC.

By:   
Title: VP Finance, CFO

BANK:

VENTURE BANKING GROUP, a division of  
Cupertino National Bank

Address of Bank:

Three Palo Alto Square, Suite 150  
Palo Alto, CA 94306

Attn: Jon Krogstad

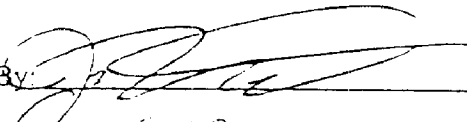
By:   
Title: SVP

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 & Apparatus for Depos of Wsix	4,565,157	01/21/86
Method & Apparatus for Depos of Wsix	4,920,908	05/01/90
Proc Dep Low Res W/Sil Composite	4,629,635	12/16/86
Proc Dep Low Res W/Sil Composite Interlayer Dielectric layer Process	4,851,295	07/25/89
Low temp-Low Stress Blanket W Film	5,272,112	12/21/93
Purge Gas in Wafer Coating Area	5,447,570	09/05/95
Differential P-CVD Chuck	5,094,885	03/10/92
Differential P-CVD Chuck	5,383,971	01/24/95
Interchangeable CVD Chuck Surface	5,431,737	07/11/95
Perimeter Wafer Seal	4,932,358	06/12/90
SC Substrate Heater and Reactor Process	4,481,335	_____
SC Substrate Heater and Reactor Process	4,965,046	_____
Cooled Optical Window (RTP Application)	4,680,447	07/14/87
Cooled Optical Window (RTP Application)	4,550,684	11/05/85
Cooled Optical Window (RTP Application) Gas Injection	4,680,446	_____
Film Uniformity by Selective Pres Control Cleans/Etch	5,387,289	02/07/95
Sacrificial Metal Etchback	5,330,607	07/19/94
Method of Selective Etching Native Oxide ILD Process	5,294,568	03/15/94
Interlayer Dielectric layer Process	4,690,746	09/01/87
Vertically-Stacked Process Reactor and Cluster Tool System For Atomic Layer Deposition	5,879,459	03/09/99
Selective Plasma Deposition	5,858,471	01/12/99
Multipurpose Processing Chamber For Chemical Vapor Deposition Processes	5,855,675	01/05/99

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Organic Pre-clean For Improving Vapor Phase Wafer Etch Uniformity	5,762,755	06/09/98
Composite Sputtering Target Structures And Process For Producing Such Structures	5,215,639	06/01/93
Dial Deposition and Processing Apparatus	4,795,299	01/03/89
Non-Magnetic Sputtering Target [Efringing Magnetic Field]	4,597,847	07/01/86
Supplemental Electric Water Heater Unit For Compensating Cooling Of A Hot Water Supply Line	4,680,446	07/14/87
Semiconductor Substrate Heater And Reactor Process And Apparatus [Using A Heat Exchanging Metal(s) Melt]	4,778,559	10/18/88
Semiconductor Substrate Heater And Reactor Process And Apparatus [Uniform Heat Transfer]	4,891,335	01/02/90
Semiconductor Substrate Treating Method [Melting Metals, Conducting Heat And Reacting Materials To The Semiconductors]	4,956,046	09/11/90

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LYNX2	75/334,969	08/04/97
GENUS	1,372,204	11/26/85