

02-18-2000

FORM PTO-1-31-92

Handwritten: MKS 1-27-00

R



101270230

IEET

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):
Silicon Metrics Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 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: **12/3/99**

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**

Individual(s) Citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Delaware**
 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)	B. Trademark Registration No.(s)
75/584,149 75/517,318 75/452,232 75/517,317	
75/517,319 75/610,439 75/610,438	

Additional numbers attached? Yes No

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**

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41): \$ **190.00**
 Enclosed **# 8193**
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

02/17/2000 DMUYEN 00000278 75584149

01 FC:481	40.00 OP
02 FC:482	150.00 OP

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.

Josephine M. Carino *Josephine M. Carino* **1/3/00**
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 7

OMB No 0651 -0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 3, 1999 by and between SILICON VALLEY BANK ("Bank") and Silicon Metrics 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 December 3, 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.

Address of Grantor:

12710 Research Blvd.
Austin, TX 78759

Attn: _____

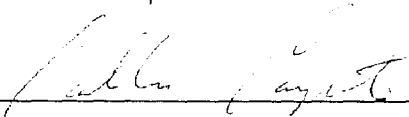
Address of Bank:

9020 Capital of Texas Hwy. North
Austin, TX 78759

Attn: Mike Draeken

GRANTOR:

Silicon Metrics Corporation

By: 

Title: PRESIDENT

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

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 and System for Creating Electronic Circuitry	09/090,457	6/4/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Silicon Metrics	75/584,149	
SpicePILOT	75/517,318	
CellRATER	75/452,232	
PowerRATER	75/517,317	
IORATER	75/517,319	
RealityCheck	75/610,439	
CoreRATER	75/610,438	

DOCUMENTATION GROUP

INTERNAL CHECK REQUEST FORM

DATE: 1/3/00

Client Name:	<i>Silicon Metrics Corporation</i>		
A/O's initial	<i>hED</i>	R/C No.	<i>143</i>
Debit A/C #	<i>7710141</i>		
Amount of Check	<i>\$ 190.⁰⁰</i>		
Payable to	<input checked="" type="checkbox"/>	U.S. Department of Commerce Patents and Trademark office	
		The Register of Copyrights	
Reference:		Patent Filing	
	<input checked="" type="checkbox"/>	Trademark Filing (7)	
		Copyright Filing	

Requested by	<i>Janis</i>	Approved by	
---------------------	--------------	--------------------	--

Filing Fee:

Patents: \$40.00 for the first filing plus \$40.00 for each additional Patent.

Trademarks: \$40.00 for the first filing plus \$25.00 for each additional Trademark.

Copyrights: \$50.00 for the first title; \$15.00 for each additional group of 10 titles.