

05-17-2000

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

AB No. 0651-0011 (exp. 4/04)

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Tab settings 5.4.00

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

1. Name of conveying party(ies):

Apex Microtechnology Corporation

- Individual(s)
- General Partnership
- Corporation-State Arizona
- 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: March 30, 2000

2. Name and address of receiving party(ies)

Name: Greater Bay Corporate Finance

Internal Address: A Division of Cupertino National Bank

Street Address: 1255 Treat Blvd., Ste. 160

City: Walnut Creek State: CA ZIP: 94596

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

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)

75/490,811

B. Trademark Registration No.(s)

2,158,607
2,158,606

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jill M. Pietrini

Internal Address: Manatt, Phelps & Phillips, LLP

Street Address: 11355 W. Olympic Blvd.
Los Angeles, California 90064

City: State: ZIP:

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DA 131 241

(Attach duplicate copy of this page if paying by deposit account)

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02 FC:482

40.00 OP
50.00 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.

Jill M. Pietrini

Name of Person Signing

Signature

4-26-00

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002074 FRAME: 0797

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 30, 2000, is made by APEX MICROTECHNOLOGY CORPORATION, an Arizona corporation (the "Pledgor"), in favor of GREATER BAY CORPORATE FINANCE, a Division of CUPERTINO NATIONAL BANK, as the agent and arranger (the "Secured Party").

WHEREAS, the Pledgor now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications in connection therewith, including without limitation registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, and all reissues, extensions or renewals thereof), including without limitation the Trademarks listed on Annex 1 annexed hereto as such Annex may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, the Pledgor has entered into that certain Loan and Security Agreement dated as of March 30, 2000 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") by and among the Pledgor as Borrower, the financial institutions party thereto from time to time as Lenders, and Secured Party as Agent, and each capitalized term used herein which is not otherwise defined herein shall have the meaning ascribed to it in the Loan Agreement; and

WHEREAS, in connection with the Loan Agreement the Pledgor has granted to the Secured Party for the benefit of the Lenders a security interest in certain personal property of the Pledgor, including without limitation all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including without limitation those Trademark licenses listed on Annex 2 hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, all to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Secured Party for the benefit of the Lenders, as security for the Obligations, a continuing security interest

in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Annex 1 annexed hereto;
- (ii) each Trademark license, including without limitation each Trademark license referred to in Annex 2 annexed hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income of any kind from, any of the foregoing, including without limitation any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Annex 1 and Annex 2 to the Secured Party at the end of any calendar quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Annex 1 hereto or enters into any Trademark license not listed on Annex 2 hereto, and duly and promptly to execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Secured Party), and promptly perform, or cause to be promptly performed, any and all acts, in all cases as may be necessary, proper or advisable from time to time in the reasonable judgment of the Secured Party, to carry out the provisions and purposes of Article V of the Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Lenders under the Loan Agreement, this Trademark Security Agreement and the other Loan Documents in the Trademark Collateral (or any portion thereof).

The Pledgor agrees that if any Person shall do or perform any acts which the Secured Party or any of the Lenders reasonably believe constitute an infringement of any Trademark that is material to the Pledgor's business, or violate or infringe any right of the Pledgor or the Secured Party therein, or if any Person shall do or perform any acts which the Secured Party or any of the Lenders reasonably believe constitute an unauthorized or unlawful use thereof, then and in any such event the Secured Party for the benefit of the Lenders may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as the Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable, or necessary or proper for the full protection of the rights of the parties. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Secured Party hereby agrees to give the Pledgor prior notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Secured Party for the benefit of the Lenders pursuant to the Loan Agreement. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party and the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are subject to, and 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.

This Trademark Security Agreement is made for collateral purposes only. At such time as all of the Obligations under the Loan Agreement shall have been indefeasibly repaid in full and all commitments thereunder of the Lenders shall have terminated, the Secured Party on behalf of the Lenders shall execute and deliver to the Pledgor, at the Pledgor's expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Secured Party in the Trademark Collateral, subject to any disposition thereof which may have been made by the Secured Party or any of the Lenders pursuant to the terms hereof or of the Loan Agreement. In the event that the Secured Party has disposed of any Trademark Collateral following an Event of Default but prior to the time that all of the Obligations under the Loan Agreement have been indefeasibly repaid in full, the Secured Party shall promptly provide notice to the Pledgor describing such disposition.

The Secured Party and the Lenders agree that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and the Secured Party gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Loan Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

[Remainder of Page Intentionally Left Blank; Signature and Notarization Pages Follow]

EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date of the Loan Agreement by its officer thereunto duly authorized.

THE PLEDGOR:

APEX MICROTECHNOLOGY CORPORATION,
an Arizona corporation,

By: *Lisa Putt*

Print Name: LISA PUTT

Title: President

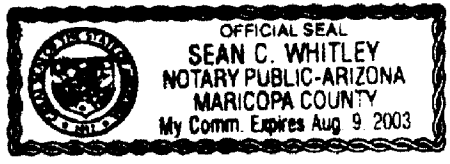
[Attach Notary Acknowledgement]

STATE OF Arizona)
) SS.:
COUNTY OF Maricopa)

On the 30 day of March, in the year 2000, before me personally came Lisa J. Pott, to me known, who, being by me sworn, did say that s/he is an Authorized Signatory of Apex Microtechnology which entity is described in, and which entity executed, the above instrument, and that he signed his name by order of the Board of Directors of APEX MICROTECHNOLOGY CORPORATION.

Sean C. Whitley

Notary Public



Annex 1
to
Trademark Security Agreement

TRADEMARKS

Annex 2
to
Trademark Security Agreement

TRADEMARK LICENSES

APEX MICROTECHNOLOGY CORPORATION						
TradeMark	File Date	Registration Date	U.S. Trademark Registration No.	Serial No.	Trademark Class	Notes
Rev. 1-11-00						
TRADEMARKS						
Mark: APEX MU TECH (stylized)	March 11, 1997	May 19, 1998	No. 2,158,607	No. 75255,581	Electrical apparatus, namely, power amplifiers and dc/dc converters. In Class 9 (U.S. CLS. 21, 23, 26, 36 and 38)	Renewal of original trademark registration
no claim is made to the exclusive right to the use "MU TECH", apart from the mark as shown						
Mark: APEX MICROTECHNOLOGY	March 11, 1997	May 19, 1998	No. 2,158,605	No. 75255,576	Electrical apparatus, namely, power amplifiers and dc/dc converters. In Class 9 (U.S. CLS. 21, 23, 26, 36 and 38)	Renewal of original trademark registration
no claim is made to the exclusive right to the use "MU TECH", apart from the mark as shown						
Mark: APEX MICROTECHNOLOGY (stylized)	May 26, 1998	Pending	Pending	751490,811	Electrical apparatus, namely, power amplifiers and dc/dc converters. In Class 9	Registration of new stylized mark
no claim is made to the exclusive right to the use "MU TECH", apart from the mark as shown						

TRADEMARK

REEL: 002074 FRAME: 0805

RECORDED: 05/04/2000

Trademark Copyrights