

10-19-2000

FORM PTO-1-31-92

RECORD TF



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101491580

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

1. Name of conveying party(ies):
APPLIED SCIENCE FICTION, INC.

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: **SEPTEMBER 1, 2000**

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)
76/057,154 75/892,144 75/892,135 75/892,061	75/642,248 75/642,024 75/586,988 2,323,517
75/892,060 75/892,059 75/892,058 75/892,056	75/567,463 75/567,461 75/421,176
75,892,050 75/891,824 75,888,571 75/888,564	
75/888,556 75/862,368 75/862,063 75/862,057	
75/861,534 75/861,428 75/861,426 75/812,771	
75/812,764 75/796,089 75/779,549 2,332,243	

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: **31**

7. Total fee (37 CFR 3.41):\$ **790.00**
 Enclosed
 Authorized to be charged to deposit account

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

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

DO NOT USE THIS SPACE

10/18/2000 NTHA11 00000234 76057154
01 FC:481 40.00 DP
02 FC:482 750.00 DP

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 CARINO
Name of Person Signing

Josephine M. Carino
Signature

9/22/00
Date

Total number of pages comprising cover sheet: 8

OMB No 0651 -0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated September 1, 2000 is between SILICON VALLEY BANK ("Bank") and APPLIED SCIENCE FICTION, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

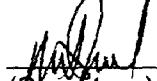
AGREEMENT

Grantor grants Bank (subject to the License Agreement, as hereinafter defined) a security interest in all of its right, title and interest in its Intellectual Property (the "Collateral") (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part as collateral security for all indebtedness of Grantor to Bank. Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include (a) any license or contract rights to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9.318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained) or (b) Grantor's rights under that certain Assignment and License Agreement (the "License Agreement") dated March 23, 2000, between Grantor and IBM or the Category A Patents or Category B Patents transferred and assigned by IBM to Grantor under the License Agreement. It is hereby acknowledged that the grant by Grantor to Bank of a Lien on and security interest in the Collateral is subject and subordinate to IBM's rights under the License Agreement.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK



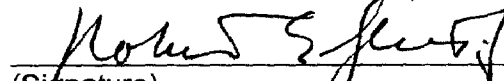
(Signature)

Vice President

(Title)

GRANTOR:

APPLIED SCIENCE FICTION, INC.



(Signature)

EVP and CFO

(Title)

EXHIBIT A

Copyrights

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
SDCLW32	TX-4626339	09/28/1998



EXHIBIT B

Patents

<u>Title</u>	<u>Patent Number</u>	<u>Patent Date</u>
Reflection Infrared Surface Defect Correction	US 6075590	06/13/2000
Method and Apparatus for Reducing Noise in Electronic Film Development	US 6069714	05/30/2000
System and Method for Latent Film Recovery in Electronic Film Development; Exposing Color Sensitive Film to Developer; Forming Silver Image; Illuminating Film with Light Chosen to Avoid Absorption by Dye Image; Electronically Scanning Image; Halting Further Formation of Dye Image	US 6017688	01/25/2000
Method and Apparatus for Electronic Film Development	US 5988896	11/23/1999

EXHIBIT C**Trademarks**

<u>Mark</u>	<u>Reg. or App. Number</u>	<u>Reg. or App. Date</u>
DIGITAL ROC2	76/057,154	05/25/2000
DIGITAL ICE and Design	75/892,144	01/07/2000
DIGITAL ICE	75/892,135	01/07/2000
DIGITAL R C and Design	75/892,061	01/07/2000
DIGITAL G M and Design	75/892,060	01/07/2000
DIGITAL ICE and Design	75/892,059	01/07/2000
DIGITAL ICE 3 and Design	75/892,058	01/07/2000
Design Only	75/892,056	01/07/2000
G M DIGITAL	75/892,050	01/07/2000
ASF	75/891,824	01/07/2000
DIGITAL ICE 3 and Design	75/888,571	01/07/2000
Design Only	75/888,564	01/07/2000
DIGITAL RC and Design	75/888,556	01/07/2000
Design Only	75/862,368	12/01/1999
VIRTUAL NEGATIVE	75/862,063	12/01/1999
DIGITAL NEGATIVE	75/862,057	12/01/1999
Design Only	75/861,534	12/01/1999
VIRTUAL NEGATIVE	75/861,428	12/01/1999
DIGITAL NEGATIVE	75/861,426	12/01/1999
DIGITAL ICE3	75/812,771	09/30/1999
DIGITAL ICE2	75/812,764	09/30/1999
DIGITAL GEM and Design	75/796,089	09/08/1999
DIGITAL GEM	75/779,549	08/17/1999
APPLIED SCIENCE FICTION and Design	2,332,243	03/21/2000

EXHIBIT C
(Continued)

<u>Mark</u>	<u>Reg. or App. Number</u>	<u>Reg. or App. Date</u>
DIGITAL ROC APPLIED SCIENCE FICTION and Design	75/642,248	02/17/1999
DIGITAL ICE APPLIED SCIENCE FICTION and Design	75/642,024	02/17/1999
APPLIED SCIENCE FICTION	75/586,988	11/12/1998
APPLIED SCIENCE FICTION	2,323,517	02/29/2000
ASF	75/567,463	10/09/1998
DIGITAL ROC	75/567,461	10/09/1998
DIGITAL ICE	75/421,176	01/21/1998

EXHIBIT D

Mask Works

Description

Registration/Application
Number

Registration/Application
Date

None.