

02-02-2001

FORM PTO-1595

1-31-92

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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): Colorado MicroDisplay, Inc. 1-26-01	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Street Address: 3003 Tasman Drive
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	City: Santa Clara State: CA ZIP: 95054
Execution Date: 09/27/00	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: _____

A. Trademark Application No.(s)	B. Trademark No.(s)
75/651,696	
75/576,192	

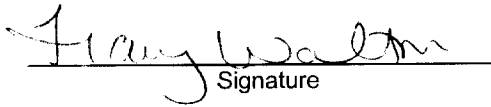
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Silicon Valley Bank Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara State: Ca ZIP: 95054	6. Total number of applications and trademark involved: 2 7. Total fee (37 CFR 3.41):\$ 65.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
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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.

Tracy Walton
Name of Person Signing


Signature

1-16-01
Date

Total number of pages comprising cover sheet: 6

OMB No 0651-0011 (exp 4/94)

02/01/2001 GTOM11 00000117 75651696
01 FC:481 40.00 OP
02 FC:482 25.00 OP

TRADEMARK
REEL: 002228 FRAME: 0788

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 27, 2000 by and between SILICON VALLEY BANK ("Bank") and COLORADO MICRODISPLAY, INC., a Delaware 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 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor 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 caused 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:

2477 55th Street, Suite 201
Boulder, CO 80301

Attn: Andrew Evans

COLORADO MICRODISPLAY, INC.

By: Andrew D. Evans

Title: CFO

BANK:

Address of Bank:

4410 Arapahoe Avenue, Suite 200
Boulder, CO 80303

Attn: Andy Enroth / Megan Varveris

SILICON VALLEY BANK

By: Andy Enroth

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Display system having electrode modulation to alter a state of an electro-optic layer	6,104,367	08/15/00
Headset for headmounted display	D429,253	08/08/00
Display system having electrode modulation to alter a state of an electro-optic layer	6,078,303	06/20/00
Display system having electrode modulation to alter a state of an electro-optic layer	6,046,716	04/04/00
Head-set display device	6,034,653	03/07/00
Display system having common electrode modulation	5,920,298	07/06/99
Display head set	D402,651	12/15/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
We share your vision	75/651,696	03/02/99
View cube	75/576,192	10/23/99