

05-14-2001

5-7-01



101716592
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

05/14/2001 GTON11 00000024 76111989

FOR OFFICE USE ONLY

Refund Ref: 05/14/2001 GTON11 0000105136

01 FC:481 40.00 DP
02 FC:482 75.00 DP

CHECK Refund Total: \$45.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76/111,989"/>	<input type="text" value="76/213,728"/>	<input type="text" value="76/213,730"/>
<input type="text" value="76/213,729"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

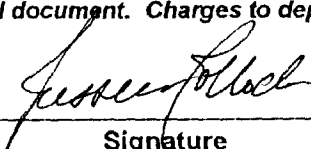
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Russell D. Pollock



4/27/01

Name of Person Signing

Signature

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2001, by and between Venture Lending & Leasing III, Inc. ("VLL") as "Agent" for itself and other Lenders party to the Loan Agreement (defined herein), and Matrix Semiconductor, Inc. ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lenders, Agent 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 and not otherwise defined herein are used as defined in the Loan Agreement).

B. Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders 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 Agent, for the benefit of Lenders, 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 now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement now existing or hereafter arising, Grantor grants and pledges to Agent, for the benefit of Lenders, 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 and all goodwill associated therewith.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders and Agent 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 Lenders and Agent as a matter of law or equity. Each right, power and remedy of Lenders and Agent 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 Lenders or Agent 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 a Lender or Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that except for trade secrets owned by Grantor and intellectual property licensed to Grantor, Exhibits A, B, and C attached hereto set forth any and all intellectual property in which Grantor has an interest. Grantor shall register or cause to be registered on an expedited basis with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the intellectual property rights listed on such exhibits. From time to time hereafter, Grantor shall register on an expedited basis such additional Copyrights, Patents or Trademarks developed or acquired by (but excluding that licensed to) Grantor in connection with any

product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

3230 Scott Boulevard
Santa Clara, CA 95054.
Attn: Chief Financial Officer.

MATRIX SEMICONDUCTOR, INC.

By: _____

Title: _____



VP/CFO
Corporate Controller

VENTURE LENDING & LEASING III, INC., as Agent
for the Lenders

Address of VLL:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Title: _____

product prior to the sale or licensing of such product to any third party or inclusion of such product in any other product sold or licensed to any third party.

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:

3230 Scott Boulevard
Santa Clara, CA 95054.
Attn: Chief Financial Officer.

MATRIX SEMICONDUCTOR, INC.

By: _____

Title: _____

Address of VLL:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING III, INC., as Agent
for the Lenders

By:  _____

Title: **SALVADOR O. GUTIERREZ**
PRESIDENT

EXHIBIT A

Copyrights

Description
None

Registration
Number

Registration
Date

43251/0818
RDP/199431.2

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vertically stacked field programmable nonvolatile memory and method of fabrication.	6,034,882	3/7/2000
Vertically stacked field programmable nonvolatile memory and method of fabrication.	6,185,122	2/6/2001
Pending patent application.	09/748,816	12/22/2000
Pending patent application.	09/714,440	12/22/2000
Pending patent application.	09/560,626	4/28/2000
Pending patent application.	09/638,334	8/14/2000
Pending patent application.	09/638,427	8/14/2000
Pending patent application.	09/638,428	8/14/2000
Pending patent application.	09/638,439	8/14/2000
Pending patent application.	09/639,577	8/14/2000
Pending patent application.	09/639,579	8/14/2000
Pending patent application.	09/639,702	8/14/2000
Pending patent application.	09/639,749	8/14/2000
Pending patent application.	09/662,953	9/15/2000
Pending patent application.	09/748,589	9/15/2000
Pending patent application.	09/727,229	11/30/2000
Pending patent application.	09/747,574	12/22/2000
Pending patent application.	09/746,204	12/22/2000
Pending patent application.	09/746,469	12/22/2000
Pending patent application.	09/714,440	12/22/2000
Pending patent application.	09/746,083	12/22/2000
Pending patent application.	09/746,341	12/22/2000
Pending patent application.	09/948,815	12/22/2000
Pending patent application.	09/748,649	12/22/2000
Pending patent application.	09/775,761	2/2/2001
Pending patent application.	09/776,000	2/2/2001
Pending patent application.	09/776,009	2/2/2001
Pending patent application.	09/788,864	2/20/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Matrix	76/111,989	8/17/2000
Matrix Memory and Design (Memory MM)	76/213,728	2/21/2001
Matrix Logo (Design only)	76/213,730	2/21/2001
Matrix	76/213,729	2/21/2001
Matrix- Japan App.	2000-090011	8/15/2000
Matrix- CTM App.	001802727	8/10/2000

43251/0818
RDP/199431.2

RECORDED: 05/07/2001

TRADEMARK
REEL: 002293 FRAME: 0918