

05-14-2001

5-701



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MAY - 7 2001

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

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
Effective Date
Month Day Year
- Merger
- 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)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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)

05/14/2001 6TOM11 00000023 76111989

FOR OFFICE USE ONLY

05/14/2001 6TOM11 0000105134

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

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 Practices. 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

415.981-1400

Name

Russell D. Pollock

Address (line 1)

Greene Radovsky Maloney & Share LLP

Address (line 2)

Four Embarcadero Center, Suite 4000

Address (line 3)

Address (line 4)

San Francisco, CA 94111

Pages

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

#

6

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)

76/111,989

76/213,728

76/213,730

76/213,729

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

#

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

160.00

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

Name of Person Signing

Signature

4/27/01

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 30, 2001, by and between Pentech Financial Services, Inc. ("Lender") and Matrix Semiconductor, Inc. ("Grantor").

RECITALS

A. Lender has 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 between Lender 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. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 Lender under the Loan Agreement. Subject to the terms and conditions of the Intercreditor Agreement, the rights and remedies of Lender 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 Lender as a matter of law or equity. Subject to the terms and conditions of the Intercreditor Agreement, each right, power and remedy of Lender 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 Lender 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 Lender, 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:

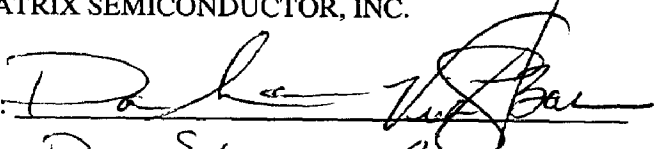
Address of Grantor:

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

MATRIX SEMICONDUCTOR, INC.

By: _____

Title: _____


Dan Steere Corporate Controller
VP/COO

Address of Lender:

310 West Hamilton Avenue
Campbell, CA 95008
Attn: Chief Financial Officer

PENTECH FINANCIAL SERVICES, INC.

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 Lender:

310 West Hamilton Avenue
Campbell, CA 95008
Attn: Chief Financial Officer

PENTECH FINANCIAL SERVICES, INC.

By:  _____

N.H. Nelson

Title: **COO, President** _____

EXHIBIT A

Copyrights

Description
None

Registration
Number

Registration
Date

43251/0818
JTK/203315.1

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
JTK/203315.1

RECORDED: 05/07/2001

TRADEMARK
REEL: 002293 FRAME: 0926