

07-12-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner For 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  
5/31/01  
☐ Change of Name  
☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
5/31/01

Name

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/AKA/TA

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 attached from Assignment.)  
☐ Corporation ☐ Association  
☐ Other

☐ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 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.

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

REEL: 002327 FRAME: 0347

**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 617-248-7000

Name  Erich G. Rhynhart, Esq.Address (line 1)  Testa, Hurwitz & Thibault, LLPAddress (line 2)  125 High StreetAddress (line 3)  Boston, MA 02110Address (line 4) **Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 18**Trademark Application Number(s) or Registration Number(s)**☐ Mark if additional numbers attachedEnter 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)**76058023 2462417 76058024 **Number of Properties** Enter the total number of properties involved. # 3**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00Method 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: # 20-0531

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.

Erich G. Rhynhart  
Name of Person Signing

Signature

June 27, 2001  
Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Agreement**") is made as of the 31<sup>st</sup> day of May, 2001 by and between SyChip, Inc. (the "**Grantor**"), Lucent Technologies Inc. ("**Lucent**") and 3i Technology Partners L.P. ("**3i**") both individually and in its capacity as agent for 3i Technology Partners L.P. and Lucent (3i in its capacity as such agent is referred to herein as the "**Agent**") as provided in a certain Secured Senior Convertible Promissory Note Purchase Agreement (the "**Note Purchase Agreement**") of even date herewith by and among the Grantor, Lucent and 3i, both individually and in its capacity as Agent.

WHEREAS, 3i and Lucent (collectively, the "**Investors**") will make certain credit extensions to Grantor as described in the Note Purchase Agreement, but only if Grantor grants Agent a security interest in its Copyrights, Trademarks, and Patents, (each as hereinafter defined). Capitalized terms used but not defined herein shall have the same meanings as in the Note Purchase Agreement.

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 Grantor's obligations under this IP Agreement, the Note Purchase Agreement and the Notes issued or to be issued thereunder (collectively, the "**Secured Obligations**"), Grantor hereby represents, warrants, covenants and agrees as follows:

1. **Grant of Security Interest.** As collateral security for the prompt and complete payment and performance of all of Grantor's Secured Obligations, subject to the rights of Lucent and Lucent Technologies Guardian Corporation and their permitted successors and assigns under the Amended and Restated Intellectual Property Agreement by and among Lucent, Guardian and Grantor dated as of March 31, 2000, Grantor hereby grants to Agent, for benefit and on behalf of Investors, a first priority security interest in all of Grantor's right, title and interest throughout the world in, to and under the following (all of which shall collectively be called the "**Intellectual Property Collateral**"):

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design patents, design patent applications, design registrations, design registration applications, and design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

- (d) All inventions, rights to apply for patents, patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and rights of priority related thereto now existing anywhere in the world or hereafter acquired or held, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);
- (e) Any trademarks, servicemarks, tradenames, domain names, corporate names, logos and designs, whether registered or not, applications to register and registrations of the same and like protections now existing anywhere in the world or hereafter adopted or acquired, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”), but excluding any U.S. Federal trademark or service mark registration application filed under 15 U.S.C. Section 1051(b) until such time as the filing in such application of an amendment under 15 U.S.C. Section 1051(c) to bring the application into conformity with 15 U.S.C. Section 1051(a) or the filing of a verified statement of use under 15 U.S.C. Section 1051(d);
- (f) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (g) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, including without limitation those set forth on Exhibit D attached hereto, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (h) All amendments, extensions and renewals of any of the Copyrights, Trademarks, or Patents; and
- (i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein contained, the Intellectual Property Collateral shall not include any license or other contract which by its terms prohibits the Grantor from granting a security interest therein or from assigning the rights thereto as set forth on Schedule A hereto.

2. **Authorization and Request.** Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks, and their counterparts in countries other than the United States, record this IP Agreement.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows (except to the extent that anything in the Note Purchase Agreement, including any schedules thereto, is to the contrary of any such representation or warranty):

- (a) Grantor is the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business.
- (b) Performance of this IP Agreement does not conflict with or result in a breach of any agreement to which Grantor is bound.
- (c) During the term of this IP Agreement, Grantor will not, and will not attempt to, assign, transfer, license, mortgage, grant any security interest or lien in, or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement.
- (d) To its knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that (1) any part of the Intellectual Property Collateral violates the rights of any third party, (2) any part of the Intellectual Property Collateral is invalid or unenforceable, or (3) any third party has any interest in or license (except for non-exclusive licenses granted by Grantor in the ordinary course of business and except as noted on Schedule A annexed hereto and made a part hereof) under any part of the Intellectual Property Collateral.
- (e) Grantor shall promptly advise Agent of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement.
- (f) Grantor shall (i) use commercially reasonable efforts to protect, defend, preserve and maintain the validity and enforceability of the Trademarks, Patents, and Copyrights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, and Copyrights, and promptly advise Agent in writing of material infringements detected and discuss potential actions with Agent accordingly and (iii) not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited, expired, cancelled or dedicated to the public without the written consent of Agent, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate, in which event Grantor shall advise Agent of such determination in writing no less than thirty (30) days prior to the last day to take action to avoid abandonment, forfeiture, expiration, cancellation or dedication to the public, or, if less than thirty (30) days is available between the date of receipt by Grantor of notification from a court or agency of an unfavorable decision with respect to a

Trademark, Patent, or Copyright and such last day to take action, promptly upon receipt of such notification.

- (g) Unless Grantor determines that reasonable business practices suggest that such action is not in the Grantor's best interests taking into account all circumstances as they may exist from time to time, Grantor shall promptly register the most recent version of any of Grantor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may reasonably request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral.
- (h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Agent a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Secured Obligations upon making the filings referred to in clause (i) below.
- (i) To its best knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the U.S. Patents and U.S. Trademarks and the Register of Copyrights with respect to the U.S. Copyrights necessary to perfect the security interests created hereunder and except for the filing, where applicable, of UCC-1 financing statements and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Agent of its rights and remedies thereunder.
- (j) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.
- (k) Grantor shall not enter into or attempt to enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Agent's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation or maintenance of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.
- (l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Agent in writing of any event that materially adversely affects the value of any

material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. **Agent's Rights; No Duty of Agent; Substitution of Agent.** (a) Agent shall have the right, but not the obligation, to take at any time in its commercially reasonable discretion, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, including any action necessary following notice to Agent under Section 3(f)(iii) hereof to avoid abandonment, forfeiture, expiration, cancellation, or dedication to the public. Grantor shall reimburse and indemnify Agent for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4, which reasonable costs and reasonable expenses constitute Secured Obligations. Except as otherwise set forth herein, Agent shall not have as a result of this IP Agreement or otherwise, any duty, to Grantor or any third party, of any description to assist or participate in the obtaining, registration, maintenance, renewal, protection and/or enforcement of the Intellectual Property Collateral.

(b) If 3i, as Agent, fails to act in accordance with the terms of this Agreement, Lucent shall automatically replace 3i as Agent and assume all the rights, obligations and duties of Agent on the fifth (5<sup>th</sup>) business day (the "**Substitution Date**") after receipt of notice by 3i of such failure to act, which failure has not been cured by 3i as of such Substitution Date.

5. **Inspection Rights.** Grantor hereby grants to Agent and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Agent access to Grantor's trade secrets and other proprietary information. The foregoing shall not affect the rights (if any) that any of the Investors independently may have with respect to Grantor's trade secrets and other proprietary information.

6. **Further Assurances: Attorney in Fact.**

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States (and such other countries as Grantor and Agent shall agree are appropriate), all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Agent, to perfect Agent's security interest in all Copyrights, Patents, and Trademarks, and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Agent the grant or perfection of a security interest in all Intellectual Property Collateral.

- (b) Grantor hereby irrevocably appoints Agent as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Agent or otherwise, from time to time in Agent's reasonable discretion, upon Grantor's failure or inability to do so within 10 business days after written notice from the Agent, to take any action and to execute any instrument which Agent reasonably may deem necessary or advisable to accomplish the purposes of this IP Agreement, (provided that Grantor shall not have such 10-day cure period with respect to matters arising under Section 4 hereof):
  - (i) To modify, in its reasonable discretion, this IP Agreement by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, or Trademarks, in which Grantor no longer has or claims any right, title or interest; and
  - (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. **Events of Default.** The occurrence of any Event of Default under the Notes shall constitute an Event of Default under this IP Agreement.

8. **Remedies.**

- (a) Upon the occurrence and continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party upon such default under the Delaware Uniform Commercial Code (the "UCC") (or other applicable Federal or other law), in addition to which, Agent shall have the following rights and remedies: (i) to take possession of all or any portion of the Intellectual Property Collateral, (ii) to sell, lease, or otherwise dispose of any or all of the Intellectual Property Collateral, in its then condition or following such preparation or processing as the Agent deems advisable and with or without the taking of possession of any of the Intellectual Property Collateral, and (iii) to exercise all or any of the rights, remedies, powers, privileges, and discretions under all or any of the documents relating to the Secured Obligations.
- (b) Sale of Intellectual Property Collateral:
  - (i) Any sale or other disposition of the Intellectual Property Collateral pursuant to Section 8(a) may be at public or private sale upon such terms and in such manner as the Agent deems advisable, having due regard to compliance with any statute or regulation which might affect, limit, or apply to the Agent's disposition of the Intellectual Property Collateral. Unless the Intellectual Property Collateral is perishable or threatens to



decline speedily in value, or is of a type customarily sold on a recognized market (in which event the Agent shall provide the Grantor with such notice as may be practicable under the circumstances), the Agent shall give the Grantor at least seven (7) days prior written notice of the date, time, and place of any proposed public sale, and of the date after which any private sale or other disposition of the Intellectual Property Collateral may be made. The Grantor agrees that such written notice shall satisfy all requirements for notice to the Grantor which are imposed under the UCC or other applicable law with respect to the Agent's exercise of the Agent's rights and remedies upon default.

- (ii) The Agent may purchase the Intellectual Property Collateral, or any portion of it at any public sale held under this Agreement.
- (iii) The Agent shall apply the proceeds of any exercise of the Agent's Rights and Remedies under this Agreement towards the Secured Obligations, as the Agent reasonably determines, in the following order:

FIRST: to reimburse the Agent for its actual and reasonable out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by the Agent in connection with sale or disposition of the Intellectual Property Collateral;

SECOND: to the Investors *pari passu* to the extent available, until the Secured Obligations have been satisfied in full; and

THIRD: to the Company, unless otherwise directed by a court of competent jurisdiction.

- (c) Upon the occurrence and continuance of an Event of Default, Agent shall have the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it available to Agent at the Grantor's sole risk and expense at a place reasonably designated by Agent. Agent shall have an exclusive, royalty free license (subject, however to all currently existing licenses and contracts, including, without limitation, the rights of third-parties under contracts listed on Schedule A and licenses entered into by the Grantor in the ordinary course of business or with the prior written consent of Agent) to use the Intellectual Property Collateral in which the Grantor now or hereafter has rights, such license to be solely to the extent necessary for Agent's exercise of its rights and remedies upon the occurrence of an Event of Default under this Agreement. Grantor will pay any reasonable expenses (including reasonable attorney's fees) incurred by Agent in connection with the exercise of any of Agent's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. The rights, remedies, powers, privileges, and discretions of the Agent hereunder (herein, the "**Agent's Rights and Remedies**") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay

or omission by the Agent in exercising or enforcing any of the Agent's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Agent of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Agent's Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Agent and any person, at any time, shall preclude the other or further exercise of the Agent's Rights and Remedies. No waiver by the Agent of any of the Agent's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. All of the Agent's Rights and Remedies and all of the Agent's rights, remedies, powers, privileges, and discretions under any other agreement or transaction are cumulative, and not alternative or exclusive, and may be exercised by the Agent at such time or times and in such order of preference as the Agent in its sole discretion may determine. The Agent's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Secured Obligations.

9. **Reassignment.** At such time as Grantor shall completely satisfy in full all of the obligations secured hereunder, the Agent shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. **Indemnification.** The Grantor shall indemnify, defend, and hold the Agent and the Investors, and any employee, officer, or agent of the Agent and the Investors (each, an "**Indemnified Person**") harmless of and from any claim brought or threatened against any Indemnified Person by the Grantor, any guarantor or endorser of the Secured Obligations, or any other Person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Intellectual Property Collateral, the Indemnified Person's relationship with the Grantor hereunder established or any other guarantor or endorser of the Secured Obligations (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Agent's selection, but at the expense of the Grantor) other than any claim as to which a final determination is made in a judicial proceeding (in which such Indemnified Person has had an opportunity to be heard), which determination includes a specific finding that the Indemnified Person seeking indemnification had acted in a grossly negligent manner or in actual bad faith. The within indemnification shall survive payment of the Secured Obligations and/or any termination, release, or discharge executed by the Indemnified Person in favor of the Grantor.

11. **Course of Dealing.** No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. **Attorneys' Fees.** If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.

13. **Amendments.** This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. **Counterparts.** This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. **Governing Law.** The laws of the State of Delaware shall apply to this agreement. Grantor accepts for itself and in connection with its properties, unconditionally, the non-exclusive jurisdiction of any state or federal court of competent jurisdiction in the State of Delaware in any action, suit, or proceeding of any kind, against it which arises out of or by reason of this assignment.

16. **Confidentiality.** In handling any confidential information, Agent shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made as required by law, regulation, rule or order, subpoena judicial order or similar order, provided that the Agent shall promptly give notice to the Grantor of any subpoena or other order compelling disclosure so that the Grantor may seek a protective order.

[Remainder of page intentionally left blank]

SENT BY: SYCHIP INC;

908 941 1174;

MAY-30-01 3:44PM;

PAGE 2

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

30 Technology Drive  
Warren, NJ 07059

**GRANTOR:****SYCHIP, INC.**

By: MITTSON  
Name: MOSES, T. ASCH  
Title: SVP & COO

**Address of Agent:**

890 Winter Street, Suite 160  
Waltham, MA 02451

**AGENT:**

3i TECHNOLOGY PARTNERS L.P., as agent for  
3i Technology Partners L.P. and Lucent  
Technologies Inc.

By: 3i Technology Associates LLC,  
its General Partner

By: 3i Technology Corporation,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Address of Investors:**

890 Winter Street, Suite 160  
Waltham, MA 02451

**INVESTORS:****3i TECHNOLOGY PARTNERS L.P.**

By: 3i Technology Associates LLC, its General  
Partner

By: 3i Technology Corporation, its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LUCENT TECHNOLOGIES INC.**

600 Mountain Ave.  
Murray Hill/New Providence, NJ 07974

By: Stephen Sokolof  
Name: Stephen Sokolof  
Title: Lucent - NVG - VP

**TRADEMARK****REEL: 002327 FRAME: 0358**

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

**Address of Grantor:**

30 Technology Drive  
Warren, NJ 07059

**GRANTOR:**

**SYCHIP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**Address of Agent:**

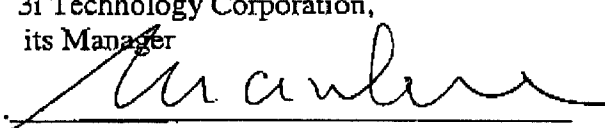
890 Winter Street, Suite 160  
Waltham, MA 02451

**AGENT:**

3i TECHNOLOGY PARTNERS L.P., as agent for  
3i Technology Partners L.P. and Lucent  
Technologies Inc.

By: 3i Technology Associates LLC,  
its General Partner

By: 3i Technology Corporation,  
its Manager

By:   
Name: MARUO MASCHKE  
Title: VP

**Address of Investors:**

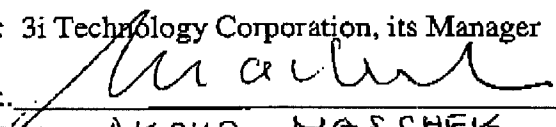
890 Winter Street, Suite 160  
Waltham, MA 02451

**INVESTORS:**

**3i TECHNOLOGY PARTNERS L.P.**

By: 3i Technology Associates LLC, its General  
Partner

By: 3i Technology Corporation, its Manager

By:   
Name: MARUO MASCHKE  
Title: VP

**Address of Secured Parties:**

600 Mountain Ave.  
Murray Hill/New Providence, NJ 07974

**LUCENT TECHNOLOGIES INC.**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C****List of SYCHIP, INC. Trademarks and Status**

(Current as of May 31, 2000)

Trademark/ Country		Application/ Registration No.	Date of Filing	Date of Renewal	Assignment Status	Remarks
C O C  M S I T  S Y C H I P	United States	76-058023 (Application)	May 19, 2000	-----	-----	File wrapper ordered. Filed in the name of SyChip, Inc., approved by the examining attorney for publication for opposition.
	Canada	1062414 (Application)	August 21, 2000	-----	-----	Application filed, no outstanding actions due.
	China	2000087247 (Application)	June 19, 2000	-----	-----	Application filed, no outstanding actions due.
	Japan	* No application filed due to existing registration of MSIT trademark owned by Meidensha Corp.				
	Singapore	T00/111411 (Application)	June 27, 2000	-----	-----	Application filed, no outstanding actions due.
	Taiwan	89-035292 (Application)	June 20, 2000	-----	-----	Application filed, possible problems obtaining registration due to prior registration of similar marks.
S Y C H I P	United States	76058024	May 19, 2000	-----	-----	Published for opposition April 11, 2001
	France	99771060 (Registration)	January 26, 1999	January 26, 2009	Completed	No actions due.
	Germany	399 67 623 (Registration)	December 9, 1999	October 31, 2009	Completed	No actions due.

Exhibit C attached to that certain Intellectual Property Security Agreement dated May 31, 2001

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**TRADEMARK**  
**REEL: 002327 FRAME: 0360**

Japan	4378854 (Registration)	April 21, 2000	April 21, 2010	Completed	No actions due.
Korea	460537 (Registration)	December 10, 1999	December 10, 2009	Completed	No actions due.
Singapore	T99/00287J (Registration)	January 13, 1999	January 13, 2009	Completed	No actions due.
Taiwan	89-020802 (Application)	April 17, 2000	-----	-----	Application pending, approved for publication 4/16/2001
United Kingdom	2192494 (Registration)	March 23, 1999	March 23, 2009	Documents submitted to agent, waiting to receive confirmation of assignment.	No action due.
United States	75/651931 (Registration)	June 27, 2000	June 27, 2010	Completed	Notice of allowance issued, Statement of Use filed with PTO December 27, 2000

Exhibit C attached to that certain Intellectual Property Security Agreement dated May 31, 2001

## **EXHIBIT D**

### **LICENSES**

The Amended and Restated Intellectual Property Agreement by and among Lucent Technologies Inc., Lucent Technologies Guardian Corporation and SyChip, Inc. entered into on or about March 31, 2000 (the "IP Agreement"), subject to the limitations contained therein.

SyChip, Inc. has granted licenses to third parties under the following agreements:

1. Development and License Agreement, effective as of September 18, 2000, between SyChip Inc. and Siliconware.
2. License Agreement, dated as of February 26, 2001, between SyChip, Inc. and ST Assembly Test Services Ltd.
3. Development and License Agreement dated May 10, 2001 among SyChip Inc., VIA Technologies, Inc. and S3 Graphics Co., Ltd.

Exhibit D attached to that certain Intellectual Property Security Agreement dated May 31, 2001



## **SCHEDULE A**

1. Agreement, dated as of June 29, 2000, among SyChip, Inc., Cellon Inc., and CEC Wireless R&D Ltd.
2. Development and License Agreement, effective as of September 18, 2000, between SyChip Inc. and Siliconware.
3. Purchase Agreement and Production Contract, dated as of December 13, 2000, between SyChip Inc. and Unitive Electronics, Inc.
4. Manufacturing Agreement, dated as of December 1, 2000, between SyChip, Inc. and Solelectron Technology, Inc.
5. License Agreement, dated as of February 26, 2001, between SyChip, Inc. and ST Assembly Test Services Ltd.
6. Development and License Agreement dated May 10, 2001 among SyChip Inc., VIA Technologies, Inc. and S3 Graphics Co., Ltd.
7. The Amended and Restated Intellectual Property Agreement by and among Lucent Technologies Inc., Lucent Technologies Guardian Corporation and SyChip, Inc. entered into on or about March 31, 2000 (the "IP Agreement"), subject to the limitations contained therein.

Schedule A attached to that certain Intellectual Property Security Agreement dated May 31, 2001

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**RECORDED: 06/27/2001**

**TRADEMARK**  
**REEL: 002327 FRAME: 0363**