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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



ET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Solus Micro Technologies, Inc. Westlake Holding Company, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

2. Name and address of receiving party(ies) Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Drive City: Santa Clara State: CA Zip: 95054 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State California Other

Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: August 3, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/916,265 75/916,264 75/838,759 B. Trademark Registration No.(s) Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Levy, Small & Lallas Internal Address: Attn: Sebastian Camua Street Address: 815 Moraga Drive City: Los Angeles State: CA Zip: 90049

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Sebastian Camua Signature August 31, 2001 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231 09/20/2001 DBYRNE 00000093 75916265 02 F61402 50.00 00

TRADEMARK REEL: 002369 FRAME: 0223

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 3, 2001 by and between, on the one hand, SILICON VALLEY BANK ("Bank"), whose address is 3003 Tasman Drive, Santa Clara, California 95054, and, on the other hand, SOLUS MICRO TECHNOLOGIES, INC., a Delaware corporation (Delaware corporation number 3288118) formerly known as Etalon Technologies, Inc. ("Solus"), whose address is 5706 Corsa Avenue, Suite 100, Westlake Village, California 91362, WESTLAKE HOLDING COMPANY, INC., a Delaware corporation (Delaware corporation number 3288051) ("Westlake"), whose address is 5706 Corsa Avenue, Suite 100, Westlake Village, California 91362

As used herein, the term "Grantor" means Solus, Westlake individually and collectively, and jointly and severally.

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the respective amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Line B Loan Agreement") and that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and MEMSolutions, Inc., a Delaware corporation (Delaware corporation number 2836513) formerly known as Solus Micro Technologies, Inc. dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Line A Loan Agreement"). As used herein, the term "Loan Agreement" means the Line A Loan Agreement and the Line B Loan Agreement, individually and collectively. Capitalized terms used herein but not otherwise defined herein have the meanings ascribed in the Loan Agreement. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank security interests in Grantor's Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement and the other Loan Documents.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank security interests 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and the other Loan Documents, 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, Trademarks and Mask Works listed on Exhibits A, B, C, and D 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 interests 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.

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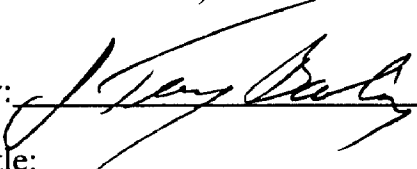
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:


c/o Westlake Holding Company, Inc.  
5706 Corsa Avenue, Suite 100  
Westlake Village, California 91362  
Attention: President

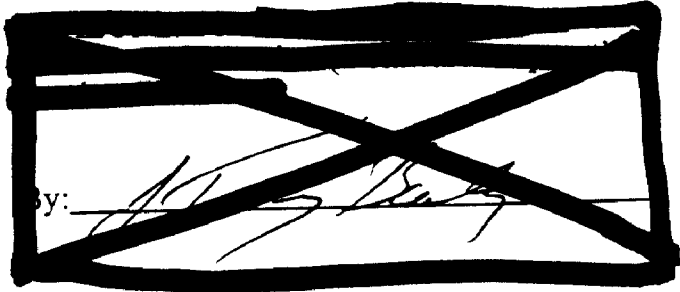
GRANTOR:

WESTLAKE HOLDING COMPANY, INC., a  
Delaware corporation (Delaware corporation  
number 3288051)

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

SOLUS MICRO TECHNOLOGIES, INC., a  
Delaware corporation (Delaware corporation  
number 3288118) formerly known as Etalon  
Technologies, Inc.

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

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

Address of Bank:

340 N. Westlake Village Blvd.  
Westlake Village, California 91362

Attn: Manager

BANK:

SILICON VALLEY BANK


By:   
Title: V.P.

EXHIBIT A

Copyrights

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
All	NONE		

EXHIBIT B

Patents

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Westlake Holdings Company, Inc.	NONE		
Solus Micro Technologies, Inc.	See attached one page list		

**CASE LIST-Patents**  
**Grantor: Solus Micro Technologies, Inc.**

SERIAL NO./ FILING DATE	TITLE
U.S. Serial No. 09/550,077  Filed: April 14, 2000	MONOLITHIC 2D ...
U.S. Serial No. 09/832,102  Filed: April 11, 2001	WAVEGUIDE TUNABLE ...
US Serial No. 09/810,169  Filed: March 19, 2001	SINGLE-WAVELENGTH ADD/DROP ...
US. Serial No. 09/810,170  Filed: March 19, 2001	WAVEGUIDE SWITCH ...
US. Serial No. 09/810,168  Filed: March 19, 2001	ELECTROSTATICALLY-ACTUATED ...
U.S. Serial No. 09/766,687  Filed: January 19, 2001	TUNABLE FABRY-PEROT ...
U.S. Serial No. 09/811,612  Filed: March 20, 2001  Note PCT Application was filed also claiming priority to this applications 1	ELECTROSTATICALLY-ACTUATED ...
US: Waiting for S/N  Filed: March 20, 2001	ELECTROSTATICALLY-ACTUATED TUNABLE ...
Serial No. 09/756,860  Filed: January 10, 2001	SURFACE MICROMACHINING ...
Provisional Application Serial No. 60/284,943  Filed: April 20, 2001	COMPLIANT MEMS FABRY-PEROT ...
Provisional Application Serial No. 60/303,772  Filed: July 10, 2001	USE OF CAPACITANCE ...

EXHIBIT C

Trademarks

<u>Grantor</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Westlake Holdings Company, Inc.	NONE		
Solus Micro Technologies, Inc.	See attached two page list		



**CASE LIST – Trademarks**  
**Grantor: Solus Micro Technologies, Inc.**

SERIAL NO./ FILING DATE	TITLE
US Serial No. 75/916,265  Filed: 2/10/00	Mark:: SOLUS MICRO TECHNOLOGIES  Based on Intent to Use
US Serial No. 75/916,264  Filed: 2/10/00	Mark:: SOLUS Logo  Based on Intent to Use
Australian Trademark Application No. 843,743  Filed July 26, 2000	Mark:: SOLUS (Logo)
Canadian Trademark Application No. 1,068,589  Filed: 7/26/00	Mark: SOLUS Logo
Chinese Trademark Application No. 2000114846  Filed: 8/1/00	Mark: SOLUS Logo
Community Trademark Application No. 001787944  Filed: 8/2/00	Mark:: SOLUS (Logo)
Japanese Trademark Application No. 2000-83364  Filed: 7/27/00	Mark:: SOLUS (Logo)
Korean Trademark Application No. 40-2000-0038392  Filed: 8/9/00	Mark:: SOLUS (Logo)
Taiwanese Trademark Application No. 89043472  Filed: 7/28/00	Mark:: SOLUS (Logo)
Serial No. 75/838,759  Filed: 11/3/99	Mark: SOLUS
Australian Trademark Application No. 833,776  Filed: 5/1/00	Mark:: SOLUS
Canadian Trademark Application No. 1,057,387  Filed: 5/2/00	Mark:: SOLUS
Chinese Application No. 2000061083  Filed: 5/8/00	Mark:: SOLUS

**CASE LIST – Trademarks**  
**Grantor: Solus Micro Technologies, Inc.**

<b>SERIAL NO./ FILING DATE</b>	<b>TITLE</b>
Community Trademark Application No. 001634849  Filed: 5/2/00	Mark: SOLUS
Japanese Trademark Application No. 2000-48738  Filed: 5/1/00	Mark:: SOLUS
Korean Trademark Application No. 40-2000-0020957  Filed: 5/2/00	Mark:: SOLUS
Taiwanese Trademark Application No. 89024193  Filed: 5/3/00	Mark:: SOLUS
Australian Trademark No. 866,791  Filed: February 15, 2001	Mark:: SOLUS (Logo)
Australian Trademark No. 866,792  Filed: February 15, 2001	Mark:: SOLUS

EXHIBIT D

Mask Works

<u>Grantor</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
All	NONE		