

03-06-2002

FORM PTO
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

HEET
Y

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

1. Name of conveying party(ies): Graviton, Inc.		2. Name and address of receiving party(ies): Name: Silicon Valley Bank	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association		Internal Address: Loan Documentation HA155	
<input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership		Street Address: 3003 Tasman Drive	
<input checked="" type="checkbox"/> Corporation-State		City: Santa Clara State: Ca ZIP: 95054	
<input type="checkbox"/> Other		<input type="checkbox"/> Individual(s) Citizenship _____	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Association _____	
3. Nature of conveyance:		<input type="checkbox"/> General Partnership _____	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger		<input type="checkbox"/> Limited Partnership _____	
<input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name		<input checked="" type="checkbox"/> Corporation-State Delaware	
<input type="checkbox"/> Other _____		<input type="checkbox"/> Other _____	
Execution Date: January 15, 2002		If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)	
		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) 76/224,295	B. Trademark Registration No.(s)

FEB 12 2002

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		6. Total number of applications and registrations involved: 1	
Street Address: 3003 Tasman Drive		7. Total fee (37 CFR 3.41):\$ 40.00	
City: Santa Clara State: Ca ZIP: 95054		<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)	

DO NOT USE THIS SPACE

08/05/2002 DBYRNE 00000291 76224295
01 FEB 14 2002 40.00 DP

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.

Josephine M. Carino
Name of Person signing

Josephine M. Carino
Signature

1/25/02
Date

Total number of pages comprising cover sheet: **9**

OMB No 0651-0011 (exp 4/94)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 15, 2002 by and between SILICON VALLEY BANK ("Bank") and GRAVITON, INC. ("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 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 "Loan Agreement"; capitalized terms used herein are used as defined 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 a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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 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.

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:

9820 TOWNE CENTRE DRIVE
SAN DIEGO, CA 92121

Attn: Nick VENUTO


Address of Bank:

3003 Tasman Drive
Santa Clara, California 95054

Attn: Legal Department

GRANTOR:

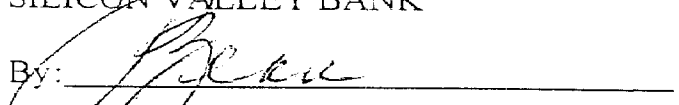
GRAVITON, INC.

By: 

Title: Chairman CEO & president

N. Venuto
BANK: Director of Finance

SILICON VALLEY BANK

By: 

Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Graviton, Inc.
Intellectual Property Summary
December 2001

<u>Patent #</u>	<u>Title</u>	<u>Inventor</u>	<u>Date</u>	<u>Status</u>
US # 09/522,526*	Systems and Method for Network Based Sensing and Distributed Sensor, Data and Memory Management	Nova, M.	3/10/00	Filed
US # 09/717,974	Wireless Propagation and Management of Optical Signals	Nova, M.	11/20/00	Filed
US # 5,445,008#	Microbar Sensor	Warmack, R	1/3/95	Issued
US # 5,719,324#	Microcantilever Sensor	Warmack, R	1/4/94	Issued
US # 5,372,930#	Sensor For Ultralow Concentration Molecular Recognition	Colton, R	12/13/94	Issued
US # 5,807,758#	Ultrasensitive Force Transducer	Colton, R	9/15/98	Issued
US # 6,018,686#	Micromechanical Potentiometric Sensors	Thundat, T	1/25/00	Issued
US # 5,981,297#	Biosensor Using Magnetically Detected Label	Baselt, D	11/9/99	Issued
US # 6,180,418#	Force Discrimination Assay	Lee, G	1/30/01	Issued
US # 5,992,226#	Apparatus and Method for Measuring Intermolecular Interactions by Atomic Force Microscope	Green, J	11/30/99	Issued
US # 6,167,748#	A Capacitively Readout Multielement Sensor array with Common-Mode Cancellation	Britton, C	1/02/01	Issued
US # 6,289,717#	Micromechanical Antibody Sensor	Thundat, T	3/30/99	Issued
US # 6,096,559#	Micromechanical Calorimetric Sensor	Thundat, T	8/1/00	Issued
US # 09/404,105#	Viscosity Measuring Using Microcantilevers	Oden R	9/15/99	Filed
US # 09/401,865#	Micromechanical Transient Sensor For Measuring Viscosity of a Fluid	Warmack, R	9/15/99	Filed
US # 09/676,401#	Short-range Spread-Spectrum Radiolocation System and Methods	Smith, S	9/15/99	Filed
US # 09/660,743#	Fast Synchronizing High-Fidelity Spread-Spectrum Receiver	Smith, S	9/15/99	prelim-filed
US # 09/404,008#	Pulse Transmission Transceiver Architecture for Low Power Communication	Smith, S	9/30/99	Filed
US # 09/653,394#	Wireless Spread-Spectrum Telesensor Chip with Synchronous Digital Architecture	Turner, G	9/15/99	prelim-filed
US # 09/671,636#	Hybrid Spread-Spectrum Technique for Expanding Channel Capacity	Smith, S	9/15/99	prelim-filed
US # 09/653,788#	Improved Digital-Data Receiver Synchronization Method and Analysis	Smith, S	9/15/99	prelim-filed
US # 09/676,101*	Flow Meter	Tietsworth, S	9/29/00	Filed
US # 09/843,900*	Systems and Methods for Sensing a Fluid Supply Status	Tietsworth, S	4/27/01	Filed

Graviton Proprietary and Confidential

<u>Patent #</u>	<u>Title</u>	<u>Inventor</u>	<u>Date</u>	<u>Status</u>
US # 09/876,353*	Systems and methods for Wireless Data Communication	Tietsworth, S	6/6/2001	Filed
US # 09/844,147*	Systems and Methods for Sensing Pressure	Tietsworth, S	4/27/01	Filed
US # 09/895,608*	Systems and Methods For a Data Link Protocol	Fern, D	6/d26/01	Filed
Atty Docket* 270/067	Wireless Battery Monitoring System and Sensor	Tietsworth, S	11/27/01	Filed

* Owned by Graviton, Inc.

Exclusively Licensed by Graviton from Oak Ridge National laboratories with field of use restrictions.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

GRAVITON

76/224,295

3/13/01

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date