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

FINANCE SECTION RECORDATION F TRADEM

DEPT OF COMMERCE and Trademark Office

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

1. Name of conveying party(ies):

Matrix Semiconductor, Inc.

5-1-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4/5/02

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as Internal Agent Address:

Street Address: 2010 North First Street City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State MD Other

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/111,989 76/213,728 76/213,730 76/213,729

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: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- 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.

Russell D. Pollock Name of Person Signing

Signature

4/19/02 Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/08/2002 TDIAZ1 00000220 76111989

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 5, 2002, 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, acting CFO

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: _____

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.

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3230 Scott Boulevard
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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

EXHIBIT B

Patents

Status and Date	Application / Patent Number	Title
Issued: 3/7/2000 Expires: 11/16/2018	09/192883 6034882	Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication
Issued: 02/06/2001 Expires: 12/22/2019	09/469658 6185122	Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication
Issued: 02/26/2002 Expires: 11/16/2018	09/714440 6351406	Vertically Stacked Field Programmable Nonvolatile Memory and Method of Fabrication
Pending Filed on 12/22/2000	09/748816	
Pending Filed on 08/24/2001	09/939498	
Pending Filed on 08/24/2001	09/939431	
Pending Filed on 03/21/2001	09/814727	
Pending Filed on 06/29/2001	09/897705	
Pending Filed on 08/13/2001	09/927642	
Pending Filed on 08/14/2000	09/638334	
Pending Filed on 08/14/2000	09/638427	
Pending Filed on 08/14/2000	09/638428	
Pending Filed on 08/13/2001	09/928969	
Pending Filed on 08/14/2000	09/638439	
Pending Filed on 08/14/2000	09/639577	
Pending Filed on 08/13/2001	09/927648	
Pending Filed on 10/26/2001	09/983988	
Pending Filed on 02/05/2002	Not yet available	
Pending Filed on 08/14/2000	09/639750	
Pending Filed on 12/22/2000	09/748589	

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Filed on	11/30/2000	09/727229
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Filed on	12/22/2000	09/747574
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Filed on	12/22/2000	09/746204
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Filed on	12/22/2000	09/746469
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Filed on	12/22/2000	09/746083
Pending		
Filed on	12/22/2000	09/746341
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Filed on	08/24/2001	09/939321
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Filed on	12/22/2000	09/748815
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Filed on	11/15/2001	10/002856
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Filed on	12/22/2000	09/748649
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Filed on	02/02/2001	09/775939
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Filed on	02/02/2001	09/775761
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Filed on	08/22/2001	09/935862
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Filed on	02/02/2001	09/775956
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Filed on	11/15/2001	10/002268
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Filed on	01/31/2001	60/265810
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Filed on	06/29/2001	09/897704

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Filed on	03/21/2001	60/277815
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Filed on	06/29/2001	09/896814
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Filed	03/21/2001	60/277794
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Filed	03/21/2001	60/277738
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Filed on	03/28/2001	60/279855
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Filed on	03/30/2001	09/823,503
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Filed on	03/30/2001	09/823489
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Filed on	06/08/2001	09/878138
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Filed on	12/14/2001	10/023468
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Filed	04/09/2001	60/282790
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Filed on	07/26/2001	60/308330
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Filed on	12/20/2001	10/027466
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Filed on	08/13/2001	09/928536
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Filed on	08/17/2001	09/932701
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Filed on	08/31/2001	09/944613
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Filed on	08/31/2001	09/943655

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Filed on	09/25/2001	09/961278
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Filed on	10/05/2001	09/972787
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Filed on	11/05/2001	10/010643
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Filed on	11/07/2001	10/036291
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Filed on	11/06/2001	10/045653
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Filed on	11/16/2001	09/990901
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Filed on	11/16/2001	09/990894
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Filed on	12/14/2001	10/023200
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Filed on	12/14/2001	10/024646
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Filed on	12/14/2001	10/024647
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Filed on	12/14/2001	10/023466
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Filed on	02/04/2002	Not yet available
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Filed on	02/15/2002	Not yet available
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Filed on	02/19/2002	10/079472
Pending		
Filed on	02/19/2002	Not yet available
Pending		
Filed on	03/13/2002	Not yet available

Foreign cases filed in some of the above matters

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