

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2002 by and between SILICON VALLEY BANK ("Bank") and MATRIX SEMICONDUCTOR, 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 March 19, 2002 (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.

GRANTOR:

MATRIX SEMICONDUCTOR, INC.

Address of Grantor:

3230 Scott Blvd.
Santa Clara, CA 95054

Attn: _____

By: *[Signature]*

Title: Corporate Counsel

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: *[Signature]*

Title: VICIE 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	

Pending		
Filed on	11/30/2000	09/727229
Pending		
Filed on	12/22/2000	09/747574
Pending		
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
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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
✓ Pending		
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	09/775745
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Filed on	02/02/2001	09/775761
Pending		
Filed on	08/22/2001	09/935862
Pending		
Filed on	02/02/2001	09/775956
✓ Pending		
Filed on	11/15/2001	10/002268
✓ Pending		
Filed on	01/31/2001	60/265810
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Filed on	02/02/2001	09/776000
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Filed on	02/02/2001	09/776009
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Filed on	02/20/2001	09/788864
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Filed on	03/13/2001	09/809878
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Filed on	03/16/2001	09/809884
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Filed on	06/29/2001	09/897785
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Filed on	06/29/2001	09/897771
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Filed on	06/29/2001	09/897784
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Filed on	06/29/2001	09/896468
Pending		
Filed on	06/29/2001	09/897704

✓ Pending		
Filed on	03/21/2001	60/277815
Pending		
Filed on	06/29/2001	09/896814
Pending		
✓ Filed	03/21/2001	60/277794
Pending		
✓ Filed	03/21/2001	60/277738
Pending		
✓ Filed on	03/28/2001	60/279855
Pending		
Filed on	03/30/2001	09/823,503
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Filed on	03/30/2001	09/823489
Pending		
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	06/08/2001	09/877691
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✓ Filed	04/09/2001	60/282723
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Filed on	05/17/2001	09/859282
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Filed on	06/08/2001	09/877720
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Filed on	06/08/2001	09/877719
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Filed on	06/29/2001	09/895960
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Filed on	06/29/2001	09/896815
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✓ Filed on	07/26/2001	60/308330
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Filed on	07/30/2001	09/918853
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Filed on	07/30/2001	09/918307
Pending		
✓ Filed on	12/20/2001	10/027466
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Filed on	08/13/2001	09/928536
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Filed on	08/13/2001	09/928975
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Filed on	08/13/2001	09/928767
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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

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

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date