	Ü)6-28-20;	02	
FORM PTO-1594				
(Rev. 03/01) OMB No. 0651-0027 (exp. 05/3	31/2002)		Patent and Tradema	ark Office
7NIB No. 0031-0027 (exp. 037.	1 (12002)	0213925	attached original documents or copy thereof.	
		and Trademarks: H	attached original documents or copy thereof.	
 Name of conveying par Matrix Semiconductor, I 		2	Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155	
☐ Individual(s) ☐ General Partnership	☐ Association ☐ Limited Partne	ership	Street Address: 3003 Tasman Drive	
Corporation-State Other				
Additional name(s) of con 3. Nature of conveyance:	veying party(ies) attached	? ∐Yes ⊠ No	City: Santa Clara State: CA ZIP:	95054
☐ Assignment	☐Merger		Individual(s) citizenship Association Constal Ratherabin	
Security Agreement	☐ Change of Name		☐ General Partnership ☐ Limited Partnership ☐ Corporation-State-Delaware	
Other			☐ Other	
Execution Date: 04/25/02			If assignee is not domiciled in the United States, a domestic repredesignation is attached: ☐ Yes ☐ No Additional name(s) & address(es) attached? ☐ Yes ☒ No	esentative
4. Application number(s)	or registration number(s):			
A. Trademark Application 76/111,989	ı No.(s)		B. Trademark No.(s)	
76/2 13,728				
76/213,730 76/213,729				
2000-090011				
001802727				
	Additio	onal numbers att	ached? ☐ Yes ☒ No ☐ ☐ ☐	
Name and address of polyconcerning document short	party to whom corresponde ould be mailed:	nce	6. Total number of applications and registrations involved:	6
Name: Silicon Valley Ba	nk		7. Total fee (37 CFR 3.41): \$165.00	
Internal Address: Loan Do	ocumentation HA155		⊠ Enclosed	
Street Address: 3003 Ta			Authorized to be charged to deposit account	
City: Santa Clara	State: Ca	ZIP: 95054	Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	
		DO NOT USE		
Statement and signature	re.			
_		rmation is true and	correct and any attached copy is a true copy of the original docum	ent.
Romii Randhawa		0. 10	6/14/02	
	,	ter newar	<u>~</u>	
Name of Person Signing /2002 LINUELLER 00000002	76111989	Signat	ture Date	
:481	AND AN INTER COCCURRENCE	o be recorded with	eet, attachments, and document: required cover sheet information to:	
:482	Commissi	ioner of Patent & T: Washington,	rademarks, Box Assignments , D.C. 20231	

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.

Address of Grantor:	MATRIX SEMICONDUCTOR, INC.		
3230 Scott Blvd. Santa Clara, CA 95054	By: The Books of Controller		
Attn:	**		
	BANK:		
Address of Bank:	SILICON VALLEY BANK		
3003 Tasman Drive Santa Clara, CA 95054-1191	By: Ging of Alazik. Title: Lake PRESIDENT		
Attn:	Title: 10 EE PRENDENT		

GRANTOR:

EXHIBIT A

Copyrights

Registration Number Registration <u>Date</u>

<u>Description</u> None

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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 Pending	09/748816	
Filed on 08/24/2001 Pending Filed on 08/24/2001	09/939498 09/939431	
Pending Filed on 03/21/2001	09/814727	
Pending Filed on 06/29/2001 Pending	09/897705	
Filed on 08/13/2001 Pending Filed on 08/14/2000	09/927642	
Pending Filed on 08/14/2000	09/638427	
Pending Filed on 08/14/2000 Pending	09/638428	
Filed on 08/13/2001 Pending	09/928969	
Filed on 08/14/2000 Pending Filed on 08/14/2000	09/638439 09/639577	
Pending Filed on 08/13/2001 Pending	09/927648	
Filed on 10/26/2001 Pending	09/983988	
Filed on 02/05/2002 Pending Filed on 08/14/2000	Not yet available 09/639750	
Pending Filed on 12/22/2000	09/748589	

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<u>/2000 09/72722</u>	9
/2000 09/74757	74
2000 09/74620	14
2000 09/74646	9
2000 09/74608	3
2000 09/74634	1
2000 07/74054	Į.
2001 09/93932	1
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2000 09/74881)
2001 10/00285	6
2000 09/748649	9
2001 09/77593	9
2001 09/77574	5
2001 00/27576	1
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2001 09/93586	2
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2001 09/775956	5
2001 10/002268	3
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2001 09/1/6000)
2001 09/776009	
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2001 09/788864	4
2001 09/809878	3
2001 09/809884	
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09/897784	
09/896468	
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Pending		
Filed on 03/21/2001	60/277815	
Pending	09/896814	
Filed on 06/29/2001	09/090011	
Pending Filed 03/21/2001	60/277794	
Filed 03/21/2001 Pending		
Filed 03/21/2001	60/277738	
Pending	<0.10.00.5.5	
Filed on 03/28/2001	60/279855	
Pending	09/823,503	
Filed on 03/30/2001	07/020,1	
Pending Filed on 03/30/2001	09/823489	
Pending		
Filed on 06/08/2001	09/878138	
Pending	10/023468	
✓ Filed on 12/14/2001	10/023408	
Pending Filed 04/09/2001	60/282790	
<u> </u>		
Pending Filed on 06/08/2001	09/877691	
Pending		
Filed 04/09/2001	60/282723	
Pending	09/859282	
Filed on 05/17/2001	09/837202	
Pending 06/08/2001	09/877720	
Filed on 06/08/2001 Pending		
Filed on 06/08/2001	09/877719	
Pending	00/005060	
Filed on 06/29/2001	09/895960	
Pending	09/896815	
Filed on 06/29/2001	07/03/00/10	
Pending Filed on 07/26/2001	60/308330	
Danding		
Filed on 07/30/2001	09/918853	
Dending	09/918307	
Filed on 07/30/2001	09/918307	
Pending 12/20/2001	10/027466	
Filed on 12/20/2001		
Pending Filed on 08/13/2001	09/928536	
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Filed on 08/13/2001	09/928975	
Pending	09/928767	
Filed on 08/13/2001	071720101	
Pending Filed on 08/17/2001	09/932701	
Pending		
Filed on 08/31/2001	09/944613	
Pending	09/943655	
Filed on 08/31/2001	U7/743UJJ	

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	Pending		
	Filed on 09/25/2001	09/961278	
	Pending		
	Filed on 10/05/2001	09/972787	
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✓.	Filed on 11/05/2001	10/010643	
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٧.	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	10/033300	
-	Filed on 12/14/2001 Pending	10/023200	
1	Filed on 12/14/2001	10/024646	
_	Pending	10/024040	
/	Filed on 12/14/2001	10/024647	
-	Pending	10/024047	
	Filed on 12/14/2001	10/023466	
	Pending	10,022,00	
	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

43251/0880 JTK/224290.1

EXHIBIT C

Trademarks

Description Matrix Matrix Memory and Design (Memory MM) Matrix Logo (Design only) Matrix Matrix- Japan App.	Registration/ Application <u>Number</u> 76/111,989 76/213,728 76/213,730 76/213,729 2000-090011	Registration/ Application <u>Date</u> 8/17/2000 2/21/2001 2/21/2001 2/21/2001 8/15/2000
Matrix- CTM App.	001802727	8/10/2000

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EXHIBIT D

Mask Works

Description

Registration/ Application <u>Number</u> Registration/ Application Date

TRADEMARK
RECORDED: 06/25/2002 REEL: 002533 FRAME: 0721