

08-19-2002



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark OfficeForm PTO-1596  
(Rev. 03/01)

OMB No. 0851-0027 (exp. 5/31/2003)

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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).

CYRATION, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State CALIFORNIA  
☐ 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: 08/12/2002

## 2. Name and address of receiving party(ies)

Name: Huntington Technology Fund, L.P.

Internal

Address: Suite 290Street Address: 19700 Fairchild RoadCity: Irvine State: CA Zip: 92612

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☒ Limited Partnership California  
☐ Corporation-State \_\_\_\_\_  
☐ 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)

B. Trademark Registration No (s) 76,364,9091,794,1451,842,813Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott BurriInternal Address: Suite 290Street Address: Huntington Ventures, LLC19700 Fairchild RoadCity: Irvine State: CA Zip: 926126. Total number of applications and registrations involved: 37. 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.

HERZEL ASHILEWAZI

Name of Person Signing

Herzel Ashilewazi

Signature

8/8/02

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

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02 FC:48240.00 DP  
50.00 DP

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Item 2 (continuation)

## Name and address of receiving party(ies)

Name: Berg & Berg Enterprises, LLC

Street Address: 10050 Bandley Drive  
Cupertino, CA 95014

☒ other: a California limited liability company

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of August 12, 2002, is made by GYRATION, INC., a California corporation ("**Grantor**"), in favor of BERG & BERG ENTERPRISES, LLC, a California limited liability company ("**Berg**"), as agent for itself and for each of the other parties described on Schedule 1 attached hereto (collectively, "**Secured Parties**"), and HUNTINGTON TECHNOLOGY FUND L.P., a California limited partnership ("**Huntington**"), as agent for itself and for each of the other Secured Parties. Berg and Huntington are hereinafter collectively referred to as the "**Agent**".

## R E C I T A L S :

A. Secured Parties have agreed to make certain loans (the "**Loans**") to Grantor in the principal amounts set forth adjacent to each Secured Party's name on Schedule 1 attached hereto, as evidenced by those certain Convertible Secured Promissory Notes of even date herewith payable to each of the Secured Parties in the principal amount of the applicable loan, executed by Grantor in favor of the applicable Secured Party (collectively, the "**Notes**").

B. Pursuant to that certain Security Agreement of even date herewith among Agent, for itself and as agent for each of the Secured Parties, each of the Secured Parties and Grantor (the "**Security Agreement**"), Grantor has granted to Agent, as agent for the Secured Parties, a continuing lien on and security interest in certain assets of Grantor as more specifically described in the Security Agreement. Capitalized terms appearing in this Intellectual Property Security Agreement without definition shall have the respective meanings given to such terms in the Security Agreement.

C. Secured Parties are willing to make the Loans to Grantor, upon the condition, among others, that Grantor shall grant to Agent, as agent for the Secured Parties, a security interest in all of Grantor's right, title and interest in and to all Copyrights, Patents, Patent Licenses, Trademarks, Trademark Licenses and Trade Secrets (collectively, the "**Intellectual Property Collateral**") to secure the obligations of Grantor under the Notes.

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 Notes and the Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## A G R E E M E N T :

To secure its obligations under the Notes, Grantor grants and pledges to Agent, as agent for the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral, including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and further including, without limitation,

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Intellectual Property Security Agreement (Gyraton).  
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**TRADEMARK**  
**REEL: 2564 FRAME: 0936**

all Proceeds thereof, 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 Agent, as agent for the Secured Parties, under the Security Agreement. The rights and remedies of Agent, as agent for the Secured Parties, with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Agent, as agent for the Secured Parties, at law or in equity.

Each right, power and remedy of Agent, as agent for the Secured Parties, provided for herein or in the Security Agreement or the Notes, 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 Agent, as agent for the Secured Parties, of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, as agent for the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signatures on Next Page]

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:

GYRATION, INC.,  
a California corporation

By:

Herzel Ashkenazi  
Name: HERZEL ASHKENAZI  
Title: CFO

STATE OF

California

)  
) ss.  
)

COUNTY OF

Santa Clara

On August 9, 2002, before me, Karen Armstrong, a Notary Public in and for said state, personally appeared Herzel Ashkenazi - CFO, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Karen Armstrong

Notary Public in and for said State

(SEAL)



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.

AGENT:

BERG & BERG ENTERPRISES, LLC,  
a California limited liability company,  
for itself as a Secured Party and as Agent for each  
Secured Party

By:

Name:

Title:

Carl E. Berg  
Member

STATE OF

California

) ss.

COUNTY OF

Santa Clara

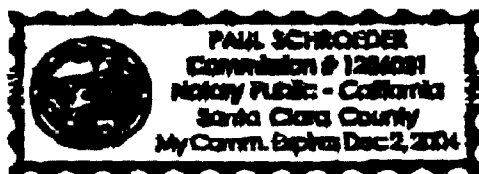
On August 16, 2002, before me, Paul Schroeder, a Notary Public in and for said state, personally appeared Carl E. Berg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Paul Schroeder

Notary Public in and for said State

(SEAL)



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REEL: 2564 FRAME: 0940

## **SCHEDULE 1**

### **Secured Parties**

Name/Address

Loan Amount

Berg & Berg Enterprises, LLC  
10050 Bandlely Drive  
Cupertino, CA 95014

\$1,250,000.00

Huntington Technology Fund, L.P.  
19700 Fairchild Road, Suite 290  
Irvine, CA 92612

\$750,000.00

New York Life Insurance Company  
51 Madison Avenue  
New York, N.Y. 10010

\$500,000.00



**EXHIBIT A**

**Copyrights**

**NONE**

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Intellectual Property Security Agreement (Gyratron).  
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EXHIBIT A

**TRADEMARK**  
**REEL: 2564 FRAME: 0942**

## EXHIBIT B

### Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Application Date</u>
Gyroscopic Pointer and Method	5,898,421	April 27, 1999
Electronic Pointing Apparatus and Method	5,825,350	October 20, 1998
Optically Sensed Wire Gyroscope Apparatus and System and Methods for Manufacture and Cursor Control	5,594,169	January 14, 1997
Gyroscopic Pointer	5,440,326	August 8, 1995
Shaft Angle Encoder with Rotating Off-Axis Interference Pattern	5,138,154	August 11, 1992
Vibrating Rate Gyroscope and Methods of Assembly and Operation	5,698,784	December 16, 1997
Design for Graphic Display Controller	Design Patent 378,751	April 8, 1997

## EXHIBIT C

### Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration Application <u>Date</u>
GYRATION	76,364,909	January 31, 2002
GYROPOINT	1,794,145	July 5, 1994
GYROENGINE	1,842,813	September 21, 1993