

10-08-2002

FORM PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 05/31/2002)

RECORDATION FC
TRADEM



DEPARTMENT OF COMMERCE
Patent and Trademark Office

102244378

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

1. Name of conveying party(ies):
ZEBRA IMAGING, INC.

10-3-02

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

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: 9/10/02

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

Name: Silicon Valley Bank
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

OFFICE OF PUBLIC RECORDS
2002 OCT -3 PM 2:51
FINANCE SECTION

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

A. Trademark Application No.(s)

75/815,889

76/164,862

76/164,826

76/166,658

75/871,023

B. Trademark No.(s)

2,367,855

2,387,590

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

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):

\$190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

10/07/2002 DBYRNE 00000055 75815889

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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.

Shannon Hubbard

Name of Person Signing

Signature

9/25/02

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

TRADEMARK
REEL: 002594 FRAME: 0206

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated September 10, 2002 is between SILICON VALLEY BANK ("Bank") and ZEBRA IMAGING, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.


AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK



(Signature)

Vice President

(Title)

GRANTOR:

ZEBRA IMAGING, INC.



(Signature)

President & CEO

(Title)

EXHIBIT A

Copyrights

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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Method and Apparatus for Adjusting Recording Laser Beam Polarization	Assignment # 09/782,125	Assignment Date 02/13/01
Unbiased Light-Field Models for Rendering and Holography	Assignment # 60/175,475	Assignment Date 02/22/00
Full-Parallax Holographic Stereogram on Curved Substrates	Assignment # 09/908,828	Assignment Date 07/18/01
Distributed System for Producing Holographic Stereograms On-Demand from Various Types of Source Material	Assignment # 09/498,429	Assignment Date 04/28/00
Holographic Display Screen and Method	Assignment # 09/636,112	Assignment Date 02/20/01
System and Method for Correcting Projection Distortions in a Hologram Producing System	Assignment # 09/636,105	Assignment Date 02/20/01
Dynamic Scalable Full Parallax Three Dimensional Electronic Display	Assignment # 60/111,906	Assignment Date 06/14/99
System and Method for Producing and Displaying a One-Step, Edge-Lit Hologram	Assignment # 60/120,433	Assignment Date 04/22/99
System and Method for Hologram Illumination	Assignment # 09/151,330	Assignment Date 04/12/99

EXHIBIT C

Trademarks

Description

Registration/Application
Number

Registration/Application
Date

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
System and Method for Producing and Displaying a One-Step Edge-Lit Hologram	Assignment # 09/746,609 Patent # 6,407,833 B2	Assignment Date 12/20/00 Patent Date 06/18/02
Apparatus and Method for Replicating a Hologram Using a Steerable Beam	Assignment # 09/195,137 Patent # 6,266,167 B1	Assignment Date 11/18/98 Patent Date 07/24/01
Method and Apparatus for Recording One-Step, Full-Color, Full-Parallax, Holographic Stereograms	Assignment # 09/098,581 Patent # 6,330,088 B1	Assignment Date 06/17/98 Patent Date 12/11/01
Segmented Display System for Large, Continuous Autostereoscopic Images	Assignment # 09/019,449 Patent # 6,088,140	Assignment Date 02/05/98 Patent Date 07/11/00
Rendering Methods for Full Parallax Autostereoscopic Displays	Assignment # 09/474,361 Patent # 6,366,370 B1	Assignment Date 12/29/99 Patent Date 04/02/02
Reference Beam Deflecting Element for Recording a Hologram	Assignment # 09/636,118 Patent # 6,369,920 B1	Assignment Date 08/10/00 Patent Date 04/09/02
Light Source Following Optical System for Hologram Illumination	Assignment # 09/717,898 Patent # 6,407,832 B1	Assignment Date 11/20/00 Patent Date 06/18/02
Segmented Display System for Large, Continuous Autostereoscopic Images	Assignment # 09/395,461 Patent # 6,268,942 B1	Assignment Date 09/14/99 Patent Date 07/31/01
Hologram Incorporating a Plane with a Projected Image	Assignment # 09/694,463 Patent # 6,323,971 B1	Assignment Date 10/23/00 Patent Date 11/27/01
Efficient Block Transform Including Pre-Processing and Post Processing for Autostereoscopic Displays	Assignment # 10/036,814	Assignment Date 10/19/01
Light-Emitting Diode Hologram Illuminators	Assignment # 09/957,787	Assignment Date 01/03/02
Holograms Exposed and Processed on Plastic Substrates	Assignment # 09/694,239	Assignment Date 10/23/00

ZEBRA IMAGING, INC.

Client No. 404952

Trademark Prosecution Files with Assigned Numbers

Old TM No.	Mark	Mark #	Country/State	Country #	T&K Matter #
1811i	USTM: MOSAIC (Class 9) Filed 10/5/99 – Serial No. 75/815,889 <i>TO BE ABANDONED</i>	001	United States	01	001010
1812-SM	USTM: ZEBRA IMAGING (Class 42) Registered 7/18/00 – Reg. No. 2,367,855	002	United States	01	002010
1817	USTM: ZEBRA IMAGING (Class 9) Filed 11/13/00 – Serial No. 76/164,862	002	United States	01	002011
1816i	USTM: ZEBRA IMAGING (Class 9) Filed 11/13/00 – Serial No. 76/164,826	002	United States	01	002012
1984	USTM: ZEBRA IMAGING (Class 20) Filed 11/15/00 – Serial No. 76/166,658 <i>ABANDONED</i>	002	United States	01	002013
1828 CA	TM: ZEBRA IMAGING (Canada) <i>Unfiled</i>	002	Canada	09	002090
1828 EU	TM: ZEBRA IMAGING (European Community) <i>Unfiled</i>	002	European Community	18	002180
1828 JP	TM: ZEBRA IMAGING (Japan) <i>Unfiled</i>	002	Japan	30	002300
1813-SM	USTM: Z ZEBRA IMAGING and Design (Class 42) Registered 9/19/00 – Reg. No. 2,387,590	003	United States	01	003010
1814	USTM: Z ZEBRA IMAGING and Design (Class 9) Filed 12/13/99 – Serial No. 75/871,023	003	United States	01	003011
1828	USTM: ZI SEBRA IMAGING and “Logo” Design <i>Unfiled</i>	004	United States	01	004010

EXHIBIT D

Mask Works

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