

02-21-2003

FORM PTO-1594 R



U.S. DEPARTMENT OF COMMERCE

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

102369045

Patent 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):
INTERNATIONAL MATERIALS SOLUTIONS, INC.

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

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

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**

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

January 17, 2003

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

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

A. Trademark Application No.(s) **2/19/03**

B. Trademark No.(s)

1,578,065
1,578,064
2,169,588
2,523,694

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: **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

~~02/20/2003 ECDOPER 00000003 1578065~~

01 FC:0521 40.00 OP
02 FC:0522 75.00 OP

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.

Maribel Arteaga
FOR
Shannon Hubbard

Name of Person Signing

Maribel Arteaga
Signature

2/7/03
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

TRADEMARK
REEL: 002674 FRAME: 0949

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated January 17, 2003 is between SILICON VALLEY BANK ("Bank") and INTERNATIONAL MATERIALS SOLUTIONS, INC., a Delaware corporation ("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, in the Intellectual Property 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.

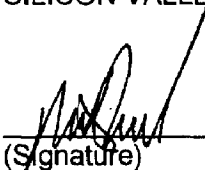
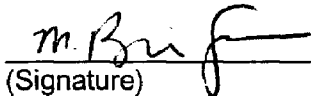
<p>BANK:</p> <p>SILICON VALLEY BANK</p> <p> _____ (Signature)</p> <p><i>Vice President</i> _____ (Title)</p>	<p>GRANTOR:</p> <p>INTERNATIONAL MATERIALS SOLUTIONS, INC., a Delaware corporation</p> <p> _____ (Signature)</p> <p><i>Chief Executive Officer</i> _____ (Title)</p>
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EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

<u>Description/Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>
INTERMAT/United States	1578065	
INTERMAT Stylized "I" and Design/United States	1578064	
INTERMAT/Texas	38734	
STRUXURE/United States	2169588	
STANDARD MODIFIER DICTIONARY/United States	2523694	

EXHIBIT D

Mask Works

None