



To the Honorable Commissioner of Patents and Trademark Office

ments or copy thereof.

1. Name of conveying party(ies): 102386266

Address of receiving party(ies):

Coventor, Inc.

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, California 95054

- Individual
- General Partnership
- Corporation-State: Delaware
- Other

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other California State Chartered Bank

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- 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)

Execution Date: January 31, 2003

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

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

A. Trademark Application No(s): 76/162693, 76/162678, 76/212112, 76/173938

B. Trademark Registration No(s): 2267030, 2358458

Additional numbers attached? Yes No

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

W. Christopher Matton
Kilpatrick Stockton LLP
3737 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03/10/2003 DBYRNE 00000031 76162693

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02 FC:8522 125.00 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.

W. Christopher Matton
Name of Person Signing

[Signature]
Signature

February 18, 2003
Date

Total number of pages comprising cover sheet: 1

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") dated January 31, 2003, is between SILICON VALLEY BANK ("Bank") and COVENTOR, INC. ("Grantor").

RECITALS

A. Bank has agreed advances to Grantor as described in that certain Loan and Security Agreement between Bank and Grantor, dated as of April 29, 1999 (as modified, the "Loan Agreement").

B. Pursuant to the terms of the Loan Agreement, Bank will make such advances to Grantor only if Grantor grants Bank a security interest in all of Grantor's Copyrights, Trademarks, and Patents.

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

NOW THEREFORE, for good and otherwise valuable consideration, the parties hereto agree as follows (all capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Loan agreement):

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property (as defined in the Loan Agreement and including, without limitation, the Copyrights, Patents, and Trademarks listed on Schedules A, B, and C), and all proceeds thereof (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part, but excluding any of Grantor's rights under licenses from third parties that cannot be transferred.

If any Copyright, Patent or Trademark application is made or registration issues to Grantor after the date hereof, within thirty (30) days of such application or receipt of such certificate, Grantor will deliver to Bank a copy of such application and certificate and an assignment for security in such Copyright, Patent or Trademark application or registration, in form reasonably satisfactory to Bank. In the event Grantor fails to take any action to maintain any Copyright, Patent, or Trademark of Grantor, Bank may, in Bank's sole discretion and at Grantor's sole expense, take such action as is reasonably necessary to maintain any such Copyright, Patent, or Trademark of Grantor.

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 herein. 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.

Notwithstanding any other term or condition hereof to the contrary, Bank agrees that Bank will consent to the immediate termination of this Agreement if (i) Grantor shall have sold equity securities resulting in gross proceeds (excluding the conversion of any outstanding indebtedness) to Grantor in an amount not less than \$2,500,000, and (ii) Grantor shall have executed and delivered to Bank a Negative Pledge Agreement in substantially the same form as previously executed and delivered by Grantor to Bank and as in effect immediately prior to the date hereof.

This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the year and date first written above.

GRANTOR:

COVENTOR, INC.

By: *Michael J. Jamiołkowski*
Name: Michael J. Jamiołkowski
Title: President + CEO

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the year and date first written above.

GRANTOR:

COVENTOR, INC.

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

By: Andrew A. Rios
Name: Andrew A. Rios
Title: Sr. Vice President

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B
TRADEMARKS

Trademarks Applied For: U.S.

Application Mark	Serial #	File Date	Status
COVENTOR	76/162693	11/9/2000	Pending
COVENTOR (AND DESIGN)	76/162678	11/9/2000	Pending
COVENTORWARE	76/212112	2/20/2001	Pending
WHAT'S NEXT. AND NEXT. AND NEXT.	76/173938	12/1/2000	Pending

Trademarks Applied For: Foreign

Application Mark	Serial #	File Date	Country	Status
COVENTOR	2001_12131	2/15/2001	Japan	Registered
COVENTOR (AND DESIGN)	001995331	12/12/2000	EC	Pending
COVENTORWARE	001981786	12/4/2000	EC	Registered
COVENTORWARE	001981786	12/4/2000	Japan	Registered
WHAT'S NEXT. AND NEXT . AND NEXT.	001997972	12/12/2000	EC	Registered

REGISTERED TRADEMARKS

REGISTERED MARKS FOR THE FOLLOWING PRODUCTS AND MODULES:

1. COYOTE SYSTEMS AND DESIGN (ACQUIRED THROUGH COYOTE ACQUISITION)
2. AUTOIC (ACQUIRED THROUGH COYOTE ACQUISITION)

EXHIBIT C**PATENTS****Patents Granted: U.S.**

Title	Inventor(s)	Patent No.	Granted
Characterization of Microelectromechanical Structures	Raj Gupta	6,330,704	December 1, 2002
Method and apparatus for Three Dimensional Interconnect Analysis (claiming benefit of provisional filed February 9, 1999)	Per Ljung, Martin Bachtold	6,330,704	February 8, 2000

Patents Applied For: US

Title	Inventor(s)	App. No.	Filing Date
Optical MEMS Shutter Device Having Curved Electrodes	S. Cunningham, et al	10/025974	December 19, 2001
Method of Manufacturing a Through-Wafer Optical MEMS Device Having Antireflective	S. Cunningham, et al.	10/025182	December 19, 2001
Bulk Micromachining Process for Optical MEMS Device	S. Cunningham, et al.	10/025181	December 19, 2001
Optical MEMS Device and Package having a Transmissive Opening or Window	V. Wayne, et al.	10/025180	December 19, 2001
Optical MEMS Device Having Signal Transmissive Substrate	D. DeReus, et al.	10/025188	December 19, 2001
Across-Wafer Optical MEMS Device	D. DeReus, et al.	10/025978	December 19, 2001
Fabrication Integration of Micro-components	S. Cunningham, et al.	10/041696	January 8, 2002

Patents Applied For: Foreign

Title	Inventor(s)	Filing Date
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S. Cunningham, et al

December 19, 2001

Method of Manufacturing a Through-Wafer Optical MEMS Device Having Antireflective
S. Cunningham, et al. December 19, 2001

Bulk Micromachining Process for Optical MEMS Device
S. Cunningham, et al. December 19, 2001

Optical MEMS Device and Package having a Transmissive Opening or Window
V. Wayne, et al. December 19, 2001

Optical MEMS Device Having Signal Transmissive Substrate
D. DeReus, et al. December 19, 2001

Across-Wafer Optical MEMS Device
D. DeReus, et al. December 19, 2001

Fabrication Integration of Micro-components
S. Cunningham, et al. January 8, 2002

Patents Provisional: US

Title	Inventor(s)	Prov. No.	Filing Date
Optical MEMS Serial Wavelength Encoder Using Thin Film Filters or Etalons	Art Morris, Gary Landry	60/256,604	December 19, 2000
Optical MEMS Wavelength Encoder Having MEMS Shutters and Optical Waveguides	Art Morris, Gary Landry, et al	60/256,611	December 19, 2000
Optical Fiber Alignment Device and Method	J. Aberson, D. DeReus, et al	60/364473	March 15, 2002
Optical Fiber Alignment Device and Method	J. Aberson, D. DeReus, et al	60/364473	March 15, 2002
Variable Optical Attenuator and Method	J. Aberson, A. Morris, et al	60/364937	March 15, 2002