

03-26-2003

FORM PTO-1594

RECC

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

(Rev. 03/01)

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



102400386

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

1. Name of conveying party(ies): **Quantum3D, Inc** 3.24.03

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-CA
 Other

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

Execution Date: 6/19/02

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

A. Trademark Application No.(s)	B. Trademark No.(s)
76/365658	2,327,542 2,627,789
76/246366	2,210,242 2,644,885
76/386945	2,577,589 2,548,689
76/363949	2,511,319 2,655,0351
	2,497,415 2,553,051
	2,246,242

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: **15**

7. Total fee (37 CFR 3.41): **\$390.00**
 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

03/25/2003 6TON11 00000155 76365658

01 FC:8521 40.00 OP
02 FC:8522 350.00 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.

Name of Person Signing


 Signature

Date 6/19/02

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK
REEL: 002699 FRAME: 0137

OFFICE OF PATENT RECORDS
 2003 MAR 21 AM 10:35
 FINANCE SECTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2002 by and between SILICON VALLEY BANK ("Bank") and QUANTUM3D, 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 as of even date herewith (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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6330 San Ignacio Avenue
San Jose, California 95119

Attn: _____

QUANTUM3D, INC.

By: [Signature]

Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: [Signature]

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Computer Enclosure	09/098,987	10/17/2002
Raster Synchronization of Multiple PC Graphic Subsystems	20020180725	12/05/2002
A reduced Texture Bandwidth method for Providing filtering between texture & MIPMAP levels	60/253,957	11/28/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CG2	2,327,542	3/14/2000
VTREE	2,210,242	12/15/1998
Aalchemy	2,577,589	06/11/2002
Soft Reality	2,511,319	11/27/2001
Affordable Reality	2,497,415	10/16/2001
Obsidian	2,246,242	05/18/1999
Open GVS Class 9	2,627,789	10/01/2002
Quantum3D	2,644,885	11/5/2002
Quicksilver Class 9	2,548,689	03/19/2002
SimGL	2,655,0351	12/03/2002
Ventana	2,553,051	12/03/2002
Pending Apps		
Farsight	76/365658	04/02/2002
Independence	76/246366	04/25/2001
Q3D	76/386945	04/11/1997
Sentiris	76/363949	01/24/2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

Not Applicable