

05-21-2003



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**TRADEMARKS ONLY**

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5-21-03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

**Conveyance Type**

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment  
Effective Date

**Conveying Party(ies)**

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name **Calpine Containers, Inc.**

05/15/2003

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization **California**

**Receiving Party**

Mark if additional names of conveying parties attached

Name **Comerica Bank-California**

Address (line 1) **1331 N. California Boulevard, Suite 400**

Address (line 2) **Walnut Creek CA/USA 94596**  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Other **Bank**

Citizenship/State of Incorporation/Organization

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of patents and Trademarks, Box Assignments, Washington, D.C. 20231

05/21/2003 DBYRNE 00000106 841422

01 FC:8521 40.00 OP  
02 FC:8522 25.00 OP

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

**Pages**

Enter total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="841,422"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="847,796"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:  
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.*

Melanie Cass

*Melanie Cass*

May 20, 2003

Name of Person Signing

Signature

Date Signed

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

15 THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 15, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and CALPINE CONTAINERS, INC., a California corporation ("Grantor").

## RECITALS

A. Grantor and Bank have entered into that certain Loan and Security Agreement, dated as of March 1 2002, as amended by that certain First Modification to Loan and Security Agreement, dated as of November 8, 2002 (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), pursuant to which Bank has extended and made available to Borrower certain advances of money upon the terms and conditions set forth in the Loan Agreement and Borrower has granted to Bank a security interest in all of its assts.

B. Grantor has requested that Bank agree to amend the Loan Agreement and waive certain covenant defaults of Borrower, each on the terms and conditions set forth in that certain Second Modification to Loan and Security Agreement and Limited Waiver, dated as of the date hereof ("Amendment").

C. Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor shall have executed and delivered to Bank this Intellectual Property Security Agreement.

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 the Indebtedness, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its Indebtedness under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 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 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 other document executed in connection therewith, 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:**

**CALPINE CONTAINERS**

By: ~~James P. Paetz~~ James P. Paetz

Title: VP, CFO & Treasurer.

By: Edward C. Rathbun EDWARD C. RATHBUN

Title: PRESIDENT

**BANK:**

**COMERICA BANK-CALIFORNIA**

By: Fred Vela

Title: CBO

Address of Grantor:

140 Gregory Lane Suite 180  
Pleasant Hill, Ca 94523

Attn: Jim Paetz

Address of Bank:

1331 N. California Boulevard, Suite 400

Walnut Creek, California 94596

Attn: Fred Vela

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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None

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
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**None**

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
CALPINE	841,422	January 2, 1968
CALPINE CONTAINERS	847,796	April 23, 1968