

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
RECORDATION FORM COVER SHEET

TO THE COMMISSIONER:

Please record the attached original document or copy thereof:

1. Name of conveying party:

nLine Corporation
a Delaware corporation

2. Name and address of receiving parties:

FEI Company
an Oregon corporation
5350 NE Dawson Creek Drive
Hillsboro, OR 9712

3. Conveyance Type: Security Agreement

Date of execution: December 9, 2003

4. US Trademark Applications:

(a) U.S. Trademark Application No. 76/182,067 filed December 14, 2000 on the mark:
NLINE.

(b) U.S. Trademark/Service Mark Application No. 76/149,163 filed October 18, 2000 for
the nLine logo.

(c) U.S. Trademark Application No. 76/347,903 filed December 11, 2001 on the mark:
FATHOM.

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

John C. Motley
Stoel Rives LLP
900 S.W. Fifth Avenue, Suite 2600
Portland, Oregon 97204
(503) 294-9584

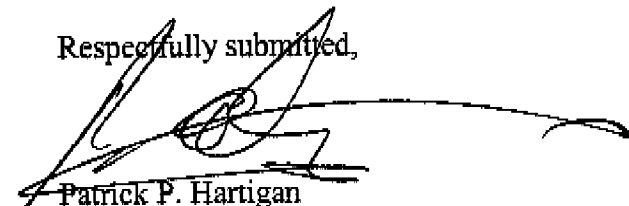
6. Total number of properties involved: Three (3)

7. Total fee (37 CFR 3.41): \$90.00

8. The Commissioner is hereby authorized to charge fees required in connection with the
recording of this document to Deposit Account No. 19-4455.

9. To the best of my knowledge and belief, the foregoing information is true and correct and
any attached document is a true copy of the original document.

Respectfully submitted,



Patrick P. Hartigan
Paralegal

Total number of pages comprising cover sheet and conveyance: 36

Date: December 12, 2003
STOEL RIVES LLP
900 SW Fifth Avenue, Suite 2600
Portland, Oregon 97204-1268
Telephone: (503) 224-3380
Attorney Docket No. 0027941-00023

cc: Mr. John C. Motley

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Security Agreement"), dated as of December 9, 2003, is executed by nLine Corporation ("Debtor") in favor of FEI Company (a "Secured Party").

RECITALS

A. Debtor, Secured Party and the purchasers of shares of Debtor's Series C Preferred Stock have entered into a Purchase Agreement (as amended, modified or otherwise supplemented from time to time, the "Purchase Agreement"), dated as of the date hereof, and pursuant thereto, Debtor has executed or will execute Secured Convertible Promissory Notes (each, a "Note" and collectively, the "Notes") in favor of the Secured Party in an aggregate original principal amount of up to \$2,470,000.00.

B. In order to induce Secured Party to extend the credit evidenced by the Notes, Debtor has agreed to enter into this Security Agreement to secure the Notes with a security interest in the Collateral in favor of Secured Party.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms shall have the following respective meanings:

"Collateral" has the meaning given to that term in Section 2 hereof.

"Copyright Office" means the United States Copyright Office or any successor office or agency thereto.

"Copyrights" has the meaning given to that term in Attachment I hereto.

"Event of Default" means any "Event of Default" under the Notes.

"Mask Works" has the meaning given to that term in Attachment I hereto.

"Obligations" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by Debtor to the Secured Parties of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising pursuant to the terms of this Security Agreement, the Notes or any of the other Transaction Documents, including all interest, fees, charges, expenses, reasonable attorneys fees and accountants fees chargeable to and payable by Debtor hereunder and thereunder.

"Patent and Trademark Office" means the United States Patent and Trademark Office or any successor office or agency thereto.

"Patent Applications" means all applications made by, or on behalf of, Debtor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

"Patent Registrations" means all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

"Patents" has the meaning given to that term in Attachment I hereto.

"Trade Secrets" has the meaning given to that term in Attachment I hereto.

"Trademarks" has the meaning given to that term in Attachment I hereto.

"Transaction Documents" means the "Transaction Documents" as defined in the Notes.

"UCC" means the Uniform Commercial Code as in effect in the State of Texas from time to time.

Unless otherwise defined herein, all other capitalized terms used herein and defined in the Notes have the respective meanings given to those terms in the Notes, and all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. Grant of Security Interest. As security for the Obligations, Debtor hereby pledges to Secured Party, and grants to Secured Party a security interest in, all right, title and interest of Debtor in and to the property described in Attachment I annexed hereto (collectively and severally, the "Collateral"), which Attachment I is incorporated herein by this reference. Notwithstanding anything herein to the contrary, the term "Collateral" shall not include any Collateral now or hereafter held by Debtor as licensee (or licensor to the extent that such license agreement contains a non-assignment provision) or otherwise to the extent that (i) as a result of the grant of a security interest, Debtor's rights in or with respect to any such asset would be forfeited or would become void, voidable, terminable or revocable or if Debtor would breach, violate or default the underlying license or a agreement that governs such asset pursuant to the restrictions contained therein, and (ii) such restriction is effective and enforceable under applicable law; provided, however, that the security interest granted under this Security Agreement shall extend to, and the term "Collateral" shall include (y) any and all proceeds of the foregoing assets to the extent that the assignment or encumbering of such proceeds is not restricted and (z) upon any such licensor's or licensee's or other applicable party's consent with respect to the granting of a security interest under this Security Agreement, thereafter such assets as well as any proceeds thereof shall be included in the term "Collateral."

3. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral other than Permitted Liens.

(b) Upon the filing of appropriate documents with the Copyright Office and the Patent and Trademark Office and financing statements with the appropriate filing offices, Secured Party has (or in

the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) a perfected security interest in the Collateral;

(c) Debtor has full corporate power and authority to grant the security interest herein granted;

(d) Debtor does not own any Patents, Trademarks, Copyrights or Mask Works registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Schedules A - F to Attachment I hereto;

(e) Debtor has:

(i) except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to the Trademarks shown on Schedule A to Attachment I and the goods and services covered by the registrations thereof and, to the extent registered, such registrations are valid and enforceable and in full force and effect;

(ii) except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to each of the Patents shown on Schedule B to Attachment I and the registrations thereof are valid and enforceable and in full force and effect;

(iii) except for Permitted Liens, the sole, full and unencumbered right, title and interest in and to each of the Copyrights shown on Schedule E to Attachment I and according to the records of the Copyright Office, each of said copyrights is valid and enforceable and in full force and effect;

(iv) except for Permitted Liens, the sole, full and encumbered right, title and interest in and to the Mask Works shown on Schedule F to Attachment I and according to the records of the Copyright Office, each of said Mask Works is valid and enforceable and in full force and effect;

(f) There is no claim by any third party that any Patents, Trademarks, Copyrights or Mask Works are invalid and unenforceable or do or may violate the rights of any Person;

(g) All licenses of Patents, Trademarks, Copyrights, Mask Works and Trade Secrets which Debtor has granted to any Person are set forth in Schedule G to Attachment I hereto;

(h) All licenses of Patents, Trademarks, Copyrights, Mask Works and Trade Secrets which any Person has granted to Debtor are set forth in Schedule H to Attachment I hereto;

(i) Debtor has obtained from each employee who may be considered the inventor of patentable inventions (invented within the scope of such employee's employment) an assignment to Debtor of all rights to such inventions, including Patents; and

(j) Debtor has taken all reasonable steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets; and

(k) Except for any license or other agreements containing non-assignment provisions, Debtor is not a party to, nor is bound by, any license or other agreement that prohibits or otherwise restricts Debtor from granting a security interest in any Collateral.

4. Covenants of Debtor. Debtor hereby agrees:

(a) Debtor will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment II (appropriately revised) annexed hereto, that may be necessary or desirable to record, maintain, preserve, protect and perfect Secured Party's interest in the Collateral, the Lien granted to Secured Party in the Collateral and the priority of such Lien;

(b) Except to the extent that Secured Party gives its prior written consent or as otherwise permitted under the Notes:

(i) Debtor (either itself or through licensees) will continue to use the Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse, and Debtor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(ii) Debtor will not do any act or omit to do any act whereby the Patent Registrations may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any Patent Registration may become abandoned or dedicated; and

(iii) Debtor will not do any act or omit to do any act whereby the Copyrights or Mask Works may become abandoned or dedicated to the public domain or the remedies available against potential infringers weakened and shall notify Secured Party immediately if it knows of any reason or has reason to know that any Copyright or Mask Work may become abandoned or dedicated to the public domain;

(c) Debtor will promptly notify Secured Party upon the filing, either by Debtor or through any agent, employee, licensee or designee, of (i) an application for the registration of any Patent, Trademark, Copyright or Mask Work with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, (ii) any assignment of any Patent or Trademark, which Debtor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, or (iii) any assignment of any Copyright or Mask Work, which Debtor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof. Upon the reasonable request of Secured Party, Debtor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as Secured Party may request to evidence Secured Party's security interest in such Patent, Trademark (and the goodwill and general intangibles of Debtor relating thereto or represented thereby), Copyright or Mask Work, and Debtor authorizes Secured Party to amend an original counterpart of the applicable notice of security interest executed pursuant to Section 4(a) of this Security Agreement without first obtaining Debtor's approval of or signature to such amendment and to record such document with the Patent and Trademark Office or Copyright Office, as applicable;

(d) Debtor will keep the Collateral free of all Liens, except Permitted Liens;

(e) Debtor will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political

subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks, Copyrights and Mask Works, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted hereunder);

(f) During the term of the Notes, Debtor shall (i) make application to the Patent and Trademark Office (and assign such application to Secured Party as security) to register any material unpatented but patentable inventions developed by Debtor or its employees (within the scope of their employment), unless Debtor, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret; and (ii) make application to the Patent and Trademark Office to register any registerable but unregistered material Trademarks used by Debtor in connection with its products or services;

(g) Debtor shall (i) use proper statutory notice in connection with its use of the Patents, Trademarks, Copyrights and Mask Works, (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks, and (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets;

(h) Debtor agrees that if it or any Affiliate, learns of any use by any Person of any term or design likely to cause confusion with any Trademark, Debtor shall promptly notify Secured Party of such use and of all steps taken and to be taken to remedy any infringement of any Trademark;

(i) Debtor shall maintain with each employee who may have access to the Trade Secrets of Debtor an agreement by which such employee agrees not to disclose such Trade Secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Debtor and further requiring such employee to cooperate fully with Debtor and its counsel in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Debtor or after the termination of such employment, and Debtor will take all steps necessary to cause such employee to cooperate with Debtor's successors in interest, including Secured Party, and their counsel in connection with any such prosecution or litigation; and

(j) Debtor shall at all times keep at least one complete set of its records concerning the Collateral at its chief executive office and shall make such records available for inspection by Secured Party at such times as Secured Party may reasonably request.

5. Authorized Action by Secured Party.

(a) Secured Party may, in its reasonable discretion, pay any amount or do any act required of Debtor hereunder or requested by Secured Party to preserve, defend, protect, maintain, record or enforce Debtor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted Secured Party by this Security Agreement, and which Debtor fails to do or pay, and any such payment shall be deemed an advance by Secured Party to Debtor and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

(b) Debtor agrees to execute and deliver to Secured Party three originals of a Special Power of Attorney in substantially the form of Attachment III to this Agreement for the implementation of the

recording, giving of notice, preservation, assignment, sale or other disposal of the Collateral pursuant to Sections 2, 4(a), 5(a) and 7(a).

6. Litigation and Other Proceedings

(a) Debtor shall have the right and obligation to commence and diligently prosecute such suits, proceedings or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the Patents, Trademarks, Copyrights, Mask Works or Trade Secrets. No such suit, proceeding or other actions shall be settled or voluntarily dismissed, nor shall any party be released or excused of any claims of or liability for infringement, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right but not the obligation to bring suit or institute proceedings in the name of Debtor or Secured Party to enforce any rights in the Collateral, including any license thereunder, in which event Debtor shall at the request of Secured Party do any and all lawful acts and execute any and all documents reasonably required by Secured Party in aid of such enforcement. If Secured Party elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Debtor agrees to use all reasonable measures, whether by suit, proceeding or other action, to cause to cease any infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

7. Default and Remedies.

(a) Debtor shall be deemed in default under this Security Agreement upon the occurrence of an Event of Default. Upon the occurrence and during the continuation of any such Event of Default, Secured Party may, at its option, and (except if otherwise specified below) without notice to or demand on Debtor, and in addition to all rights and remedies available to Secured Party under this Security Agreement or the other Transaction Documents, do any one or more of the following:

(i) at any time and from time to time, enforce (and upon notice to Debtor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Debtor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof;

(ii) at any time and from time to time, upon ten (10) days' prior notice to Debtor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which Secured Party shall, in its reasonable discretion, deem appropriate or proper; and

(iii) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (a)(ii) hereof, Secured Party may, at any time, pursuant to the authority granted in the Power of Attorney executed pursuant to Section 5(b) hereof, execute and deliver on behalf of Debtor, one or more instruments of assignment of the Patents, Trademarks, Copyrights or Mask Works (or any application or registration thereof), in form suitable for filing, recording or registration in any country.

(b) Debtor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents, Trademarks, Copyrights or Mask Works, including any taxes, fees and reasonable attorneys' fees and expenses, and all such costs shall be added to the Obligations. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party, and then to the Obligations, in such order as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring Secured Party to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with which the Trademarks, Patents, Copyrights or Mask Works are used, and its customer lists and other records relating to the Trademarks, Patents, Copyrights or Mask Works and to the distribution of products or the provisions of services, to Secured Party or its designee.

8. Indemnification and Release.

(a) Debtor assumes all responsibility and liability arising from the use of the Patents, Trademarks, Copyrights and Mask Works, and Debtor hereby indemnifies and holds Secured Party and its directors, officers, employees, agents and any of their respective Affiliates ("Indemnitees") harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret, copyright or mask work of a third party or alleged defect in any product manufactured, promoted or sold by Debtor (or any Affiliate of Debtor) in connection with any Patent, Trademark, Copyright or Mask Work or out of the manufacture, promotion, labeling, sale or advertisement of any product or service by Debtor (or any Affiliate of Debtor). Debtor agrees that Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Debtor, and Debtor hereby agrees to indemnify and hold each Indemnitee harmless with respect to any and all claims by any Person relating thereto.

(b) Debtor agrees to indemnify and hold each Indemnitee harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys fees and expenses) arising out of or in connection with (i) any claim, suit or proceeding instituted by or against Debtor, (ii) any action taken or omitted to be taken by Secured Party pursuant to Section 6(b), or (iii) any action taken or omitted to be taken by Secured Party pursuant to clause 7(a)(i) hereof with respect to any license agreement of Debtor; provided, however, that Debtor shall not be required to indemnify any Indemnitee to the extent such liability arises from the willful misconduct or gross negligence of such Indemnitee. THE INDEMNIFICATION PROVIDED FOR UNDER THIS SECTION 8(b) INCLUDES INDEMNIFICATION FOR INDEMNITEE'S OWN NEGLIGENT ACTS.

(c) Debtor hereby releases each Indemnitee from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnitees, or any of them, under the powers of a attorney granted under the Special Power of Attorney executed pursuant to Section 5(b) herein, other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees.

(d) Debtor agrees to cause Secured Party to be named as an additional insured with respect to any policy of insurance held by Debtor from time to time covering product liability or intellectual property infringement risk.

9. Miscellaneous.

(a) Notices. All notices, requests, demands, consents, instructions or other communications to or upon Secured Party or Debtor under this Security Agreement shall be given in the manner and at the addresses specified in the Purchase Agreement.

(b) Nonwaiver. No failure or delay on Secured Party's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Debtor and Secured Party. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(d) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Debtor and their respective successors and assigns; provided, however, that Debtor and may not sell, assign and delegate its rights and obligations hereunder without the prior written consent of Secured Party.

(e) Cumulative Rights, etc. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any applicable law, rule or regulation of any governmental authority, the Notes, any other Transaction Document or any other agreement, all of which rights, powers, and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's rights hereunder. Debtor waives any right to require Secured Party to proceed against any Person or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

(f) Payments Free of Taxes, Etc. All payments made by Debtor under this Security Agreement shall be made by Debtor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, Debtor shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement. Upon request by Secured Party, Debtor shall furnish evidence satisfactory to Secured Party or such Secured Party or Secured Party's designee that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(g) Partial Invalidity. If any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

(h) Expenses. Each of Debtor and Secured Party shall bear its own costs in connection with the preparation, execution and delivery of, and the exercise of its duties under, this Security Agreement


and the other Transaction Documents. Debtor shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party with respect to any amendments or waivers hereof requested by Debtor or in the enforcement or attempted enforcement of any of the Obligations or in preserving any of Secured Party's rights and remedies (including, without limitation, all such fees and expenses incurred in connection with any "workout" or restructuring affecting the Transaction Documents or the Obligations or any bankruptcy or similar proceeding involving Debtor).

(i) Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REFERENCE TO CONFLICTS OF LAW RULES (EXCEPT TO THE EXTENT GOVERNED BY THE UCC).

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be executed as of the day and year first above written.

DEBTOR;

nLine Corporation

By: 
Name: Robert J. Blum, Jr.
Title: President and CEO

AGREED:

SECURED PARTY:

FEI Company

By: _____
Name: _____
Title: _____

and the other Transaction Documents. Debtor shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses, incurred by Secured Party with respect to any amendments or waivers hereof requested by Debtor or in the enforcement or attempted enforcement of any of the Obligations or in preserving any of Secured Party's rights and remedies (including, without limitation, all such fees and expenses incurred in connection with any "workout" or restructuring affecting the Transaction Documents or the Obligations or any bankruptcy or similar proceeding involving Debtor).

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IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be executed as of the day and year first above written.

DEBTOR;


uLine Corporation

By: _____
Name: _____
Title: _____

AGREED:

SECURED PARTY:

FEI Company

By: 
Name: Gregory J. Price
Title: VP and General Counsel

ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

(a) All copyrights including (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described on Schedule E to this Attachment I annexed hereto, which Schedule E is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations, Patent Applications and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Schedules B and D to this Attachment I annexed hereto, which Schedules B and D are incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Schedules A and C to this Attachment I, which Schedules A and C are incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(d) All goodwill of Debtor's business symbolized by the Trademarks and all customer lists and other records of Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All mask works including all series of related images, however fixed or encoded, in final or intermediate form, having or representing the predetermined, three dimensional pattern of metallic, insulating, or semiconductor material present or removed from the layers of a semiconductor chip product, in which series the relation of the images to one another is that each image has the pattern of the surface of one form of the semiconductor chip product, and all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by the Debtor, including those described on Schedule F to this Attachment I annexed hereto, which Schedule F is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Mask Works").

(f) All information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain

economic value from its disclosure or use, all whether now owned or hereafter acquired by the Debtor (collectively, the "Trade Secrets").

(g) All claims by Debtor against any Person for past, present or future infringement or misappropriation of the Patents, Trademarks, Copyrights, Mask Works or Trade Secrets;

(h) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

**SCHEDULE A TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

TRADEMARKS

None.

[I]A-1

AUS:2115163.1
39494.1

SCHEDULE B TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

None.

[I]B-1

ALIS:2115163.1
39494.1

**SCHEDULE C TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

APPLICATIONS FOR TRADEMARKS

Debtor has filed the following trademark applications:

- (a) U.S. Trademark Application No. 76/182,067 filed December 14, 2000 on the mark: NLINE.
- (b) U.S. Trademark/Service Mark Application No. 76/149,163 filed October 18, 2000 for the nLine logo.
- (c) U.S. Trademark Application No. 76/347,903 filed December 11, 2001 on the mark: FATHOM.
- (d) Chinese Trademark Application Nos. 2001061694 and 2001061694 filed April 18, 2001 for the nLine Logo.
- (e) Chinese Trademark Application Nos. 2001074541 and 2001074542 filed May 8, 2001 on the mark: NLINE.
- (f) European Community Trademark Application No. 2179877 filed April 17, 2001 for the nLine logo.
- (g) European Community Trademark Application No. 2199529 filed April 30, 2001 on the mark: NLINE.
- (h) Israeli Trademark Application Nos. 148191 and 148192 filed April 15, 2001 for the nLine logo.
- (i) Israeli Trademark Application Nos. 148716 and 148720 filed April 29, 2001 on the mark: NLINE.
- (j) Japanese Trademark/Service Mark Application No. 2001-035,420 filed April 17, 2001 for the nLine logo.
- (k) Japanese Trademark/Service Mark Application No. 2001-039,191 filed April 27, 2001 on the mark: NLINE.
- (l) Singapore Trademark Application Nos. T01/05445 A and T01/05445 Z filed April 18, 2001 for the nLine logo.
- (m) Singapore Trademark Application No. T01/06212H and T01/06211Z on the mark: NLINE.
- (n) South Korean Trademark Application Nos. 40-2001-16334 and 40-2001-6837 filed April 17, 2001 for the nLine logo.

[I]C-1

- (o) South Korean Trademark Application Nos. 40-2001-21615 and 40-2001-9425 filed May 21, 2001 on the mark: NLINE.
- (p) Taiwan Trademark Application Nos. 90014363 and 90014362 filed April 17, 2001 for the nLine logo.
- (q) Taiwan Trademark Application Nos. 90-016418 and 90-016419 filed April 30, 2001 on the mark: NLINE.

[I]C-2

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**SCHEDULE D TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

PATENT APPLICATIONS

Debtor has filed the following pending United States patent applications:

- (a) U.S. Patent Application Serial No. 09/949,266 entitled, *System and Method for Correlated Noise Removal in Complex Imaging Systems* filed September 7, 2001.
- (b) U.S. Patent Application Serial No. 09/945,917 entitled, *Semiconductor Wafer Positioning System and Method* filed September 4, 2001.
- (c) U.S. Patent Application Serial No. 09/949,423 entitled, *System and Method for Registering Complex Images* filed September 7, 2001.

Debtor has filed the following pending provisional patent applications with the United States Patent and Trademark Office:

- (a) Serial No. 60/410,154 entitled, *Focus/Aberration Correction in a Digital Holographic System* filed September 12, 2002.
- (b) Serial No. 60/410,151 entitled, *Four Optics Improvements to Optical Direct to Digital Holography* filed September 12, 2002.
- (c) Serial No. 60/410,154 entitled, *Wave Front Matching* filed September 12, 2002.
- (d) Serial No. 60/410,155 entitled, *System and Method of Image Matching and Registration with an Automated Multi-View Target Searching Mechanism* filed September 12, 2002.
- (e) Serial No. 60/410,156 entitled, *A Flow Control Algorithm for Maximizing Resource Utilization on a Remote System* filed September 12, 2002.
- (f) Serial No. 60/410,157 entitled, *System for Comparing Holographic Images* filed September 12, 2002.
- (g) Serial No. 60/410,159 entitled, *System and Method for Aligning Difference Images* filed September 12, 2002.
- (h) Serial No. 60/410,161 entitled, *System and Method for Generating a Difference between Complex Images* filed September 12, 2002.

Debtor has filed the following pending foreign patent applications filed under the Patent Cooperation Treaty (PCT):

- (a) PCT/US02/28329 entitled, *System and Method for Correlated Noise Removal in Complex Imaging Systems* filed September 6, 2002.

[I]D-1

- (b) PCT/US02/28110 entitled, *Semiconductor Wafer Positioning System and Method* filed September 6, 2002.
- (c) PCT/US02/28302 entitled, *System and Method for Registering Complex Images* filed September 6, 2002.

[I]D-2

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**SCHEDULE E TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

REGISTERED COPYRIGHTS

None.

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**SCHEDULE F TO ATTACHMENT I
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

MASK WORKS

None.

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ATTACHMENT II
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**[SEPARATE INSTRUMENT FOR
EACH FORM OF COLLATERAL]**

GRANT OF SECURITY INTEREST

[PATENTS][TRADEMARKS][COPYRIGHTS][MASK WORKS]

THIS GRANT OF SECURITY INTEREST, dated as of December 9, 2003, is executed by nLine Corporation ("Debtor") in favor of FEI Company ("Secured Party").

A. Pursuant to an Intellectual Property Security Agreement, dated as of December 9, 2003 (the "Security Agreement"), from Debtor and Secured Party, Debtor has granted a lien on and security interest in Debtor's property to secure Debtor's obligations with respect to financial accommodations made by Debtor to Debtor, all upon the terms and subject to the conditions set forth therein.

[B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");]

[B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");]

[B. Debtor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "Copyrights");]

[B. Debtor owns the mask works registered in the United States Copyright Office, more particularly described on Schedule 1-A annexed hereto as part hereof (collectively, the "Mask Works");]

C. Debtor has entered into an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement") in favor of Secured Party; and

[D. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;

[D. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which

may exist by reason of infringement thereof (the 'Collateral'), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;]

[D. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Assignor in and to the Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights (the 'Collateral'), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;]

[D. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Mask Works and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Mask Works (the 'Collateral'), to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement;]

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is:

FEI Company

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

nLine Corporation

By: *[Signature]*
Name: *Robert J. Bluck, Jr.*
Title: *President and CEO*

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

On *December 9*, 2003 before me, *Robert J. Bluck Jr* personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature: *[Signature]* (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

None.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**PATENT APPLICATIONS**

Debtor has filed the following pending United States patent applications:

- (a) U.S. Patent Application Serial No. 09/949,266 entitled, *System and Method for Correlated Noise Removal in Complex Imaging Systems* filed September 7, 2001.
- (b) U.S. Patent Application Serial No. 09/945,917 entitled, *Semiconductor Wafer Positioning System and Method* filed September 4, 2001.
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- (g) Serial No. 60/410,159 entitled, *System and Method for Aligning Difference Images* filed September 12, 2002.
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- (b) PCT/US02/28110 entitled, *Semiconductor Wafer Positioning System and Method* filed September 6, 2002.
- (c) PCT/US02/28302 entitled, *System and Method for Registering Complex Images* filed September 6, 2002.

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

None.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST**APPLICATIONS FOR TRADEMARKS**

Debtor has filed the following trademark applications:

- (a) U.S. Trademark Application No. 76/182,067 filed December 14, 2000 on the mark: NLINE.
- (b) U.S. Trademark/Service Mark Application No. 76/149,163 filed October 18, 2000 for the nLine logo.
- (c) U.S. Trademark Application No. 76/347,903 filed December 11, 2001 on the mark: FATHOM.
- (d) Chinese Trademark Application Nos. 2001061694 and 2001061694 filed April 18, 2001 for the nLine Logo.
- (e) Chinese Trademark Application Nos. 2001074541 and 2001074542 filed May 8, 2001 on the mark: NLINE.
- (f) European Community Trademark Application No. 2179877 filed April 17, 2001 for the nLine logo.
- (g) European Community Trademark Application No. 2199529 filed April 30, 2001 on the mark: NLINE.
- (h) Israeli Trademark Application Nos. 148191 and 148192 filed April 15, 2001 for the nLine logo.
- (i) Israeli Trademark Application Nos. 148716 and 148720 filed April 29, 2001 on the mark: NLINE.
- (j) Japanese Trademark/Service Mark Application No. 2001-035,420 filed April 17, 2001 for the nLine logo.
- (k) Japanese Trademark/Service Mark Application No. 2001-039,191 filed April 27, 2001 on the mark: NLINE.
- (l) Singapore Trademark Application Nos. T01/05445 A and T01/05445 Z filed April 18, 2001 for the nLine logo.
- (m) Singapore Trademark Application No. T01/06212H and T01/06211Z on the mark: NLINE.
- (n) South Korean Trademark Application Nos. 40-2001-16334 and 40-2001-6837 filed April 17, 2001 for the nLine logo.

II-8

- (o) South Korean Trademark Application Nos. 40-2001-21615 and 40-2001-9425 filed May 21, 2001 on the mark: NLINE.
- (p) Taiwan Trademark Application Nos. 90014363 and 90014362 filed April 17, 2001 for the nLine logo.
- (q) Taiwan Trademark Application Nos. 90-016418 and 90-016419 filed April 30, 2001 on the mark: NLINE.

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

REGISTERED COPYRIGHTS

None.

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

MASK WORKS

None.

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ATTACHMENT III
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF TEXAS)
) ss:
COUNTY OF TRAVIS)

KNOW ALL PERSONS BY THESE PRESENTS, THAT nLine Corporation (“Debtor”), pursuant to an Intellectual Property Security Agreement dated the date hereof (the ‘Security Agreement’), between Debtor and FEI Company (a ‘Secured Party’), hereby appoints and constitutes Secured Party its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting Secured Party’s interest in any patent, trademark, copyright or mask work not previously assigned to Secured Party as security, or in any patent,

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trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Secured Party may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement and takes effect solely for the purposes of Sections 2, 4(a), 5(a) and 7(a) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in the Security Agreement.

Dated: December 9, 2003

nLine Corporation

By: 

Name: Robert J. Block, Jr.

Title: President and CEO

STATE OF TEXAS)
) ss:
COUNTY OF TRAVIS)

On December 9, 2003 before me, Robert T. Black Jr., personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her/her/their authorized capacity(ies), and that by his/her/their signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

