

11/3/03

11-05-2003

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102592163

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

1. Name of conveying party(ies):

ATRICA IRELAND LIMITED

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 10/20/03

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc.

Internal Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland 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) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/175,504 76/276,668

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

OPR/FINANCE 103 NOV -3 AM 10:48

DO NOT USE THIS SPACE

9. Signature.

Jeffrey Klugman Name of Person Signing

Signature

10/23/03 Date

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

11/04/2003 EICDOPER 00000201 76175504

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

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

TRADEMARK REEL: 002856 FRAME: 0844

SUPPLEMENT NO. 1 TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Supplement No. 1 to Intellectual Property Security Agreement (this "Supplement") is made as of October 20, 2003, by and between ATRICA IRELAND LIMITED, a corporation incorporated under the laws of Ireland ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Grantor and Secured Party are parties to that certain Intellectual Property Security Agreement dated as of December 13, 2002 (as the same may be amended, supplemented and modified from time to time, the "Intellectual Property Security Agreement") pursuant to which, among other things, Grantor granted Secured Party a security interest in, to and under certain items of Grantor's Intellectual Property.

B. Grantor and Secured Party wish to amend the Intellectual Property Security Agreement to include reference to certain Trademarks acquired by Grantor after the execution thereof.

C. Each capitalized term used but not otherwise defined herein shall have the meaning ascribed thereto in the Intellectual Property Security Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Exhibit C to the Intellectual Property Security Agreement, the listing of Grantor's Trademarks, is hereby supplemented and amended by Exhibit "C" attached to this Supplement, to include reference to Grantor's right, title and interest in, to and under the Trademarks set forth thereon.

2. This Supplement shall be deemed to be an amendment to the Intellectual Property Security Agreement and shall not be construed in any way as a replacement or substitution therefor. All of the terms and conditions of, and terms defined in, this Supplement are hereby incorporated by reference into the Intellectual Property Security Agreement as if such terms and provisions were set forth in full therein. Except as so amended hereby, the Intellectual Property Security Agreement and the other Loan Documents shall remain in full force and effect in accordance with their respective terms.

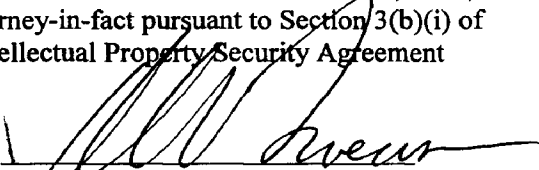
*Remainder of this page intentionally left blank; signature page follow*

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the day and year first above written.

GRANTOR:

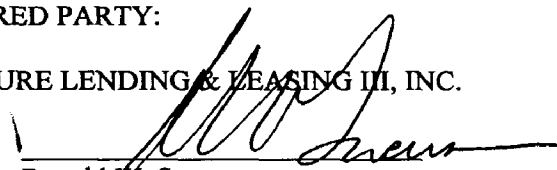
ATRICA IRELAND LIMITED

By: VENTURE LENDING & LEASING III, INC.,  
as attorney-in-fact pursuant to Section 3(b)(i) of  
the Intellectual Property Security Agreement

By:   
Name: Ronald W. Swenson  
Title: Chief Executive Officer

SECURED PARTY:

VENTURE LENDING & LEASING III, INC.

By:   
Name: Ronald W. Swenson  
Title: Chief Executive Officer

SUPPLEMENT NO. 1

TO

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
ATRICA	76/175504 (U.S.)	July 29, 2003
ASPEN	76/276668 (U.S.)	June 26, 2001
Atrica	2000-105300(class 9) Japan 2000-105299(class 38) Japan	November 16, 2001 November 16, 2001
Atrica	142113 (class9) Israel 142115 (class 42) Israel 142114 (Class 38) Israel	February 5, 2002 February 5, 2002 February 5, 2002
Atrica	1860279 (CTM - community trademark –covers Europe)	September 19, 2000