

11-14-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

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

1. Name of conveying party(ies):

Gyration, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: California
☐ 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: September 22, 2003

2. Name and address of receiving party(ies)

Name: Thomas J. Quinn

Internal

Address: _____

Street Address: 5760 Harwood CourtCity: Los Gatos State: CA Zip: 95032☒ Individual(s) citizenship United States☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☐ 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)

76/364,909

B. Trademark Registration No.(s)

1,794,145

Additional number(s) attached ☐ Yes ☒ No

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

Name: Linda G. Henry, Esq.Internal Address: Fenwick & West LLPSilicon Valley CenterStreet Address: 801 California StreetCity: Mountain View State: CA Zip: 94041

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: _____

DO NOT USE THIS SPACE

9. Signature.

Linda G. Henry
Name of Person SigningLinda G. Henry
SignatureNov. 10, 2003
DateTotal number of pages including cover sheet, attachments, and document: 9

11/13/2003 LNUELLER 00000188 76364909

01 FC:8521
02 FC:852240.00 OP
25.00 OP

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

EV255748059US

18388/00070/DOCS/1390275.1

TRADEMARK
 REEL: 002863 FRAME: 0979

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of September 22, 2003, is made by GYRATION, INC., a California corporation (the "**Company**"), and the parties to that certain Security Agreement, dated of even date herewith, by and among the Company and the parties listed as Secured Parties therein (or who hereafter become parties thereto, the "**Secured Parties**") (the "**Security Agreement**"), to secure certain Indebtedness of the Company as defined in the Security Agreement, subject to the prior receipt by the Company of the written consent of Silicon Valley Bank. Capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement.

RECITALS:

WHEREAS, Company owns the Patent Collateral (as defined below) and the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) the Security Agreement and (ii) certain other collateral documents (including this Agreement), the Company has granted or will be granting to the Secured Parties a continuing security interest in certain personal and intellectual property of Company, including all right, title and interest of Company in, to and under the Patent Collateral (as defined below), and the Trademark Collateral (as defined below) to secure Company's Indebtedness.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company grants to the Secured Parties, to secure Company's Indebtedness (as defined in the Security Agreement), a continuing security interest in all of Company's right, title and interest in, to and under the following:

- (1) the "**Patent Collateral**", which is to include all of the following items or types of property whether now owned or existing or hereafter acquired or arising:
 - (a) each patent and patent application identified on Schedule 1 hereto (including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part, renewals or extensions);
 - (b) all claims for, and rights to sue for, past, present or future infringements of any of the Patents, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and
 - (c) all proceeds of any of the foregoing.
- (2) the "**Trademark Collateral**", which is to include all of the following items

or types of property whether now owned or existing or hereafter acquired or arising:

- (a) each trademark and trademark application identified on Schedule 2 hereto;
- (b) the goodwill relating to any of the foregoing and any rights or items necessary to such goodwill to prevent any assignment from being an assignment in gross;
- (c) all claims for, and rights to sue for, past, present or future infringements of any of the Trademarks, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and
- (d) all proceeds of any of the foregoing.

Company irrevocably constitutes and appoints the Majority Holders (as defined in the Security Agreement, for itself and the Secured Parties under the Security Agreement), with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Company or in the name(s) of the Majority Holders, from time to time, in the discretion of the Majority Holders, to file and record any and all instruments, agreements and documents which the Majority Holders may deem necessary or advisable to accomplish the purposes of this Agreement and the Security Agreement, including to execute any assignment of the Patent Collateral and the Trademark Collateral after disposition thereof to other transferees, and to receive, endorse and collect all instruments made or payable to Company representing any proceeds of the Patent Collateral or the Trademark Collateral or any part thereof and to give full discharge for the same.

Except to the extent expressly permitted in the Security Agreement, Company agrees not to sell, lease, assign, transfer, encumber or otherwise dispose of the Patent Collateral or the Trademark Collateral, or any part thereof or any interest therein.

The foregoing security interest is granted in conjunction with the security interests granted by Company to the Secured Parties pursuant to the Security Agreement. Company acknowledges and affirms that the rights and remedies with respect to the security interest in the Patent Collateral and Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Next Page]

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.

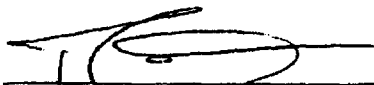
COMPANY:**GYRATION, INC.****SECURED PARTIES:****INNOTECH CORPORATION**

By: _____

Name: _____

Title: _____

Fax No.: _____


THOMAS J. QUINN
CEO

By: _____

Name: _____

Title: _____

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

19012/00027/DOCS/1373887.7

2003年09月23日 (火) 07:41

4:47:47 (火) 07:41

FAX#9:045-474-9063

P. 007/009

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.

COMPANY:
GYRATION, INC.

SECURED PARTIES:

INNOTECH CORPORATION

By: _____

Name: _____

Title: _____

Fax No.: _____

By: L. M. YoshidaName: Larry M. YoshidaTitle: CHAIRMAN & CEO

Fax No.: _____

Bernard V. & Theresa S. Vondarschmitt
Joint Decl. of Trust DTD 1/04/96

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

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.

COMPANY:

GYRATION, INC.

By: _____

Name: _____

Title: _____

Fax No.: _____

SECURED PARTIES:

INNOTECH CORPORATION

By: _____

Name: _____

Title: _____

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: Bernard V. VonderschmittName: BERNARD V. VONDERSCHMITT

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

TRADEMARK

REEL: 002863 FRAME: 0984

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.

COMPANY:
GYRATION, INC.

SECURED PARTIES:

INNOTECH CORPORATION

By: 

By: _____

Name: THOMAS J. QUINN

Name: _____

Title: CEO

Title: _____

Fax No.: 408 973 7065

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: _____

Name: _____

Title: _____

Fax No.: _____

Thomas J. Quinn

By: 

Thomas J. Quinn

Fax No.: _____

19012/00027/DOCS/1373887.7

Schedule 1

Patent Collateral

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration Application Date</u> |
|---|---|--|
| Gyroscopic Pointer and Method | 5,898,421 | April 27, 1999 |
| Electronic Pointing Apparatus and Method | 5,825,350 | October 20, 1998 |
| Optically Sensed Wire Gyroscope Apparatus and System and Methods for Manufacture and Cursor Control | 5,594,169 | January 14, 1997 |
| Gyroscopic Pointer | 5,440,326 | August 8, 1995 |
| Shaft Angle Encoder with Rotating Off-Axis Interference Pattern | 5,138,154 | August 11, 1992 |
| Vibrating Rate Gyroscope and Methods of Assembly and Operation | 5,698,784 | December 16, 1997 |
| Design for Graphic Display Controller | Design Patent 378,751 | April 8, 1997 |

19012/00027/DOCS/1373887.7

Schedule 2

Trademark Collateral

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration Application <u>Date</u> |
|---------------------------|--|---|
| GYRATION | 76,364,909 | January 31, 2002 |
| GYROPOINT | 1,794,145 | September 21, 1993 |

19012/00027/DOCS/1373887.7

RECORDED: 11/10/2003

TRADEMARK
REEL: 002863 FRAME: 0987