

11-19-03

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FORM PTO-1594
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102604084

To the Honorable Commission

to be recorded with the attached original documents or copy thereof.

1. Name of conveying party(ies):

SCP U.S., INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

[] Assignment

[X] Security Agreement

[] Other

[] Merger

[] Change of Name

Execution Date: March 14, 2003

2. Name and address of receiving party(ies):

Name: COMERICA BANK, successor by merger to
Comerica Bank-California

Address: 9920 S. LA CIENEGA BLVD., SUITE 1401
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: Michigan banking corporation

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 [X] No

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

A. Trademark Application No.(s)

76/436,673

76/295,347

76/295,345

76/436,626

76/295,346

76/226,171

B. Trademark Registration No.(s)

2,627,709

2,497,707

2,537,355

Additional numbers attached? [] Yes [X] No

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

Name: Erin O'Brien

Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41) \$240.00

[X] 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

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.

Erin O'Brien

Name of Person Signing

Erin O'Brien
Signature

November 18, 2003

Date

Total number of pages comprising cover sheet: [9]

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

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

11/19/2003 ECOOPER 00000067 76436673

01 FC:8521

40.00 OP

02 FC:8522

200.00 OP

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TRADEMARK
REEL: 002865 FRAME: 0757

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 14, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and SCP U.S., INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and SCP GLOBAL TECHNOLOGIES, INC. dated 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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

SCP U.S., INC.

Address of Grantor:

400 Benjamin Lane
Boise, ID 83704

Attn: Chief Financial Officer

By: 

Title: President + CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: _____

Title: _____

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:

SCP U.S., INC.

Address of Grantor:

400 Benjamin Lane
Boise, ID 83704

Attn: Chief Financial Officer

By: 

Title: President and CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
System 4000 software: rev. 1.0	TX4392380	10/22/96

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issue/Application Date</u>
Ventilated clean room work station with aerodynamic exhaust baffle	4,860,643	08/29/89
Vapor jet dryer apparatus and method	5,226,242	07/13/93
Fluid displacement level, density and concentration measurement system	5,744,716	04/28/98
Fluid displacement level, density and concentration measurement system	5,847,276	12/08/98
Wafer gap conductivity cell for characterizing process vessels and semiconductor fabrication processes and method of use	5,882,598	03/16/99
Compliant process cassette	6,041,938	03/28/00
Multiple stage wet processing chamber	6,136,724	10/24/00
Multiple stage wet processing platform and method of use	6,138,694	10/31/00
Method of using a compliant process cassette	6,153,533	11/28/00
Chemical dispensing system and method	6,170,703	01/09/01
Process vessel	6,245,250	06/12/01
Process cassette	6,264,036	07/24/01
Compliant silicon wafer handling system	6,286,688	09/11/01
Vapor drying system and method	6,328,809	12/11/01
Buffer storage system	6,379,096	04/30/02

Patents	Copyrights/ Trademarks	Applications Filed	Foreign Applications	Work Pending Attorney
" S Shaped Baffle (8/29/89) Patent # 4,860,643"	System 4000 Software (1.2) Registration 2/26/96. Have been unable to locate this in the LOC copyright catalog	Single Wafer Transfer Div (1/22/02) *Compliant Elevator claims Response to Restriction Requirement filed 6/17/02	GreenDry Taiwan (10/8/99) *Response to First Office Action filed 5/24/01	Single Wafer Divisional & CIP *Divisional claims under revision - Attorney drafting CIP
"Vapor Jet Dryer (7/13/93) Patent # 5,226,242 *11 1/2 year maintenance fee due 1/13/05"	System 4000 Software (1.0) Registration 10/22/96	GreenDry Continuation (7/13/01) *Prelim Amendment filed 11/26/01 - CIP to be filed	GreenDry Malaysia (9/30/99)	GreenDry Continuation CIP *Awaiting first draft from attorney
"Fluid Calc (4/28/98) Patent # 5,744,716 *7 1/2 year maintenance	E200 - Registration 2/5/02	Chemical Etch Reclaim (5/23/00) *Response to second	GreenDry China (5/30/01)	5 Wafer End Effector Formal *Draft under revision

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fee due 10/28/05"		Restriction Requirement filed 7/23/02 (electing Reclaim method)		
"Fluid Calc Div (12/8/98) Patent # 5,847,276 *3 1/2 year maintenance fee paid 4/02"	GreenDry - (3/16/01) *Response to Office Action filed 7/24/02	Chemical Etch Reclaim (8/16/02) *Divisional of above application (Method claims drawn to reclaim)	GreenDry Germany (4/6/01) *4th annuity paid 10/02	Superheated DI Clean Provisional *Awaiting first draft from attorney
"Wafer Gap Conductivity Cell (3/16/99) Patent # 5,882,598 *3 1/2 year maintenance fee paid 9/11/02"	Eclipse 300 - Registration 10/01/2002	Recirculated Chemical Inject (5/2/01) *Awaiting first Office Action	GreenDry S. Korea (4/7/01)	
"Wishbone Cassette Apparatus (3/28/00) Patent # 6,041,938 *3 1/2 year maintenance fee due 9/28/03"	GreenDry CI - ITU Application filed 8/2/01 *Awaiting Allowance of mark	Edge Grip Notch Aligner (6/11/01) *Response to Restriction Requirement filed 7/31/02 (electing apparatus claims in elevator embodiment)		
"GreenStar Chamber (10/24/00) Patent # 6,136,724 *3 1/2 year maintenance fee due 4/24/04"	Microchamber - ITU Application filed 8/2/01 *Office Action filed 3/27/02	Revolved Coanda Washer/Dryer (7/31/01) *Awaiting first Office Action		
"GreenStar Platform (10/31/00) Patent # 6,138,694 *3 1/2 year maintenance fee due 4/31/04"	Clean Microchamber - ITU Application filed 8/2/01 *Office Action filed 3/27/02	Single Wafer Processing (12/7/01) *Divisional (clean & etch claims) & CIP to be filed Preliminary Amendment filed 7/31/02		
"Wishbone Cassette Method (11/28/00) Patent # 6,153,533 *3 1/2 year maintenance fee due 5/28/04"	Emersion - ITU Application filed 8/1/02	Improved Dump Door (2/26/02) *Awaiting first Office Action		
"Chemical Dispense (1/9/01) Patent # 6,170,703 *3 1/2 year maintenance fee due 7/9/04 "	Emersion 300 - ITU Application filed 8/1/02	Wafer Pitch Compressor (3/1/02) *Response to Restriction Requirement filed 7/31/02 (elected apparatus claims)		
"Process Vessel (6/12/01) Patent # 6,245,250 *3 1/2 year maintenance fee due 12/12/04"	www.scpqglobal.com Internet domain name	Supercritical Processing (7/17/02) *Awaiting first Office Action		
"Hoop Cassette (7/24/01) Patent # 6,264,036 *3 1/2 year maintenance fee due 1/24/05"		Cup Dispense System Formal *To be filed		
"Compliant Comb (9/11/01) Patent # 6,286,688 *3 1/2 year maintenance fee due		5 Wafer End Effector Formal *To be filed		

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3/11/05"				
"Green Dry (12/11/01) Patent # 6,328,809 *3 1/2 year maintenance fee due 6/11/05"				
"Buffer Storage System (4/30/02) Patent # 6,379,096 *3 1/2 year maintenance fee due 10/30/05"				

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Emersion	76/436,673	08/01/02
Emersion 300	76/436,626	08/01/02
Clean Microchamber	76/295,347	08/02/01
Microchamber	76/295,346	08/02/01
Greendry CI	76/295,345	08/02/01
Eclipse 300	2,627,709	10/01/02
Greendry	76/226,171	03/16/01
E200	2,537,355	02/05/02
Fluidcalc	2,497,707	10/16/01

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