

12/11/03

12-17-2003

Form PTO-1594

(Rev. 10/02)

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

Tab settings ⇄ ⇄ ⇄



102625811

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):

Gyraton, 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: December 2, 2003

2. Name and address of receiving party(ies)

Name: Larry (Minoru) Yoshida

Internal

Address: c/o Innotech Corporation3-17-6 Shin-YokohamaStreet Address: Kouhoku-Ku, Yokohama-ShiCity: Kanagawa Country: JAPAN Zip: 222-8580☒ Individual(s) citizenship Japan☐ 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)

76/364,90976/364,908

B. Trademark Registration No.(s)

1,794,145Additional 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 LLPStreet Address: Silicon Valley Center801 California StreetCity: Mountain View State: CA Zip: 94041

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41)..... \$ 90.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

12/16/2003 LMUeller 00000160 76364909

01 FC:0521

02 FC:0522

40.00/DP

50.00/DP

Linda G. Henry

Name of Person Signing

Linda G. Henry
SignatureDec. 11, 2003
DateTotal number of pages including cover sheet, attachments, and document: 17

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

EV255747963US

19012/00029/DOCS/1397599.1

TRADEMARK
 REEL: 002880 FRAME: 0140

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

Name: Excelsior Venture Partners III, LLC

Internal Address: _____

Street Address: 225 High Ridge Road

City: Stamford State: Connecticut Zip: 06905

☒ Other Limited Liability Company - Delaware

Name: Huntington Technology Fund, LP

Internal Address: _____

Street Address: 19700 Fairchild Rd. #290

City: Irvine State: California Zip: 92612

☒ Other Limited Liability Company - California

Name: Huntington Venture Partners, LLC

Internal Address: _____

Street Address: 19700 Fairchild Rd. #290

City: Irvine State: California Zip: 92612

☒ Other Limited Liability Company - California

Name: Berg & Berg Enterprises, LLC

Internal Address: _____

Street Address: 10050 Bandley Drive

City: Cupertino State: California Zip: 95014

☒ Other Limited Liability Company - California

Name: New York Life Insurance Company

Internal Address: _____

Street Address: 51 Madison Avenue, Room 3009

City: New York State: New York Zip: 10010

☒ Corporation – State – New York

Name: Thomas J. Quinn

Internal Address: _____

Street Address: 5760 Harwood Court

City: Los Gatos State: California Zip: 95032

☒ Individual - citizenship – United States

Name: Bernard V. & Theresa S. Vonderschmitt

Joint Declaration of Trust DTD 1/04/96

Internal Address: _____

Street Address: 510 Mendel Lane

City: Jasper State: Indiana Zip: 47546

☒ Other a Joint Decl. of Trust DTD 1/04/96

Name: David Tarpley

Internal Address: c/o PDF/Solutions

Street Address: 333 West San Carlos Street, Suite 700

City: San Jose State: California Zip: 95110

☒ Individual – citizenship – United States

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 2, 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.

R E C I T A L S:

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 party 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.

By: [Signature]
Name: THOMAS JOHNSON
Title: CEO

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOCS/1386088.3

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: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: Ray _____

Name: PASITAN NAWASAPAT

Title: SR. VICE PRESIDENT

HUNTINGTON TECHNOLOGY FUND, LP

By: _____

Name: _____

Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____

Name: _____

Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOCS/1386088.3

#54421 P.006

U.S. TRUST PRIVATE EQUITY

NOV.25.2003 15:57 203 352 4456

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: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____

Name: _____

Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: JH B Name: SCOTT BURR Title: Managing Partner

HUNTINGTON VENTURE PARTNERS, LLC

By: JH B Name: SCOTT BURR Title: Managing Member

BERG & BERG ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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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: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG & BERG ENTERPRISES, LLC

By: *Paul G. Berg*
Name: _____
Title: *Member*

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

1901240029/DOCS/1316011.1

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: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: NYMCA Manager LLC, its Investment Manager

By: James M. Barker VName: James M. Barker VTitle: Vice President

fl
11/25/03

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By:  _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: _____

Name: _____

Title: _____

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: _____

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOCS/1386088.3

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: Bernard V. Vonderschmitt

Name: Theresa S. Vonderst

Title: TRUSTEES OF THE TRUST

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: _____

[Signature Page to Intellectual Property Security Agreement]

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P. 005

TEL: 3718375

VONDERSCHMITT

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TRADEMARK
REEL: 002880 FRAME: 0151

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: _____

Name: _____

Title: _____

DAVID TARPLEY

By:  _____

LARRY (MINORU) YOSHIDA

By: _____

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOCS/1386088.3

TRADEMARK
REEL: 002880 FRAME: 0152

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: _____

Name: _____

Title: _____

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: 

Schedule 1**Patent Collateral**

<u>Description</u>	<u>Registration or Application Number</u>	<u>Registration or 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
Gyroscopic Pointer and Method	Pending Application No. 09/642,250	Filing Date: October 12, 2000
Vibratory Rate Gyroscope and Method of Assembly	European Patent Application No 97907540.5	PCT Application Date: January 24, 1997
Vibratory Rate Gyroscope and Method of Assembly	Japan Patent Number 3122142	October 20, 2000
Multimedia User Interface	Pending Application No. 10/428,600	Filing Date: 05/01/2003

Schedule 2

Trademark Collateral

<u>Description</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
GYRATION	U.S. App. No. 76,364,909	January 31, 2002
GYRATION logomark (design only)	U.S. App. No. 76,364,908	January 31, 2002
GYROPOINT	U. S. Reg. No. 1,794,145	September 21, 1993
GYROPOINT	S. Korean Reg. No. 384,960	December 2, 1997
GYROPOINT	Taiwan Reg. No. 748,961	February 16, 1997
GYROPOINT	PRC (China) Reg. No. 1,078,338	August 14, 1997
GYROPOINT	CTM Reg. No. 265,421	July 6, 1998

DESIGNATION OF DOMESTIC REPRESENTATIVE


Larry (Minoru) Yoshida, an individual and a citizen of Japan, c/o Innotech Corporation, 3-17-6 Shin-Yokohama Kouhoku-ku Yokohama-shi, Kanagawa 222-8580 Japan, hereby designates CT Corporation System, of 818 West 7th St., Los Angeles, California 90017 U.S.A., as domestic representative upon whom may be served notices of process in proceedings affecting the following applications and registration:

Trademark	Registration No.	Registration Date
GYROPOINT	1794145	September 21, 1993

Trademark	Application No.	Application Date
GYRATION	76/364,909	January 31 2002

Trademark	Application No.	Application Date
GYRATION logomark (design only)	76/364,908	January 31 2002

Dated: Dec. 11th '03


Larry (Minoru) Yoshida
an individual citizen of Japan