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

Tab settings

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

1. Name of conveying party(ies):
WEST COAST QUARTZ CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CA
 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: DEC. 11, 2003

2. Name and address of receiving party(ies)
 Name: BRIDGE BANK, N.A
 Internal Address: _____
 Street Address: 2120 EL CAMINO REAL
 City: SANTA CLARA State: CA Zip: 95050

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other NATIONAL ASSOCIATION

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)
 B. Trademark Registration No.(s)
2,403,712 2,410,199
2,403,712

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: JENNIFER GU
 Internal Address: _____
 Street Address: 5201 GREAT AMERICA PKWY, SUITE 320
SANTA CLARA
 City: SANTA CLARA State: CA Zip: 95054

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: _____
 (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.

Jennifer Gu [Signature] 1/5/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

01/20/2004 ECDOPER 00000350 2403711

01 FC:0521
02 FC:0522

40.00 BP
50.00 DP

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

TRADEMARK
REEL: 002899 FRAME: 0239

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 11, 2003 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and West Coast Quartz Corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 11, 2003 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WEST COAST QUARTZ CORPORATION

By: Nancy Tkalevic
Name: Nancy Tkalevic
Title: CEO

Address for Notices:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Michael J. Field
Name: Michael J. Field
Title: EVP

Address for Notices:

Attn: Mike Field
2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 982-2106
Fax: (408) 982-2112

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

N.A.

EXHIBIT B
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WCQ	Reg. No. 2,403,711	11/14/00
WEST COAST QUARTZ	Reg. No. 2,403,712	11/14/00
WCQ LOGO	Reg No. 2,410,199	12/5/00

EXHIBIT C

PATENTS

Description

Registration/Application
Number

Registration/
Application
Date

N.A.