

02-04-2004



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Form PTO-1594

(Rev. 10/02)

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

Tab settings ⇄ ⇄ ⇄

SHEET  
LYU.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.

1-30-04

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State  
☐ 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: Atsushi AsadaInternal  
Address: \_\_\_\_\_Street Address: 1-4-11, Gakuenkita, NarishiCity: Nara Country: Japan Zip: 6310036

- ☒ 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)

76/364,909  
76/364,908

## 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 LLP
Street Address: Silicon Valley Center  
801 California Street
City: 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: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Linda G. Henry  
 Name of Person Signing

Linda G. Henry  
 Signature

January 30, 2004  
 Date
Total number of pages including cover sheet, attachments, and document: 23

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

02/03/2004 ECDPER 00000135 76364909

01 70:6521  
02 70:652240.00 OP  
50.00 OP

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19012/00029/DOCS/1408244.1

TRADEMARK  
 REEL: 002908 FRAME: 0583

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

Name: Catherine S. Block

Internal Address: \_\_\_\_\_

Street Address: 424 Two Trees Road

City: Riverside State: California Zip: 92507

☒ Individual - Citizenship - United States

Name: Charles A. Block

Internal Address: \_\_\_\_\_

Street Address: 424 Two Trees Road

City: Riverside State: California Zip: 92507

☒ Individual - Citizenship - United States

Name: Richard E. Block and Jane C. Block

The Block Family Trust DTD 5/29/1992

Internal Address: \_\_\_\_\_

Street Address: 424 Two Trees Road

City: Riverside State: California Zip: 92507

☒ Other Trustees for The Block Family Trust DTD 5/29/1992

Name: Gregory and Susan Hawthorne

Internal Address: \_\_\_\_\_

Street Address: 48481 Highway One

City: Big Sur State: California Zip: 93920

☒ Individuals - Citizenship - United States

Name: Yoshihiro Maezawa

Internal Address: \_\_\_\_\_

Street Address: 8-16-12, Okudo, Katsushika-ku

City: Tokyo Country: Japan Zip: 1240022

☒ Individual - Citizenship - Japan

# 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: Name: THOMAS J. QUINNTitle: 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 &amp; 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: [Signature]  
Name: PAS HAN NANA AS-AR  
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/7386088.3

#5421 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: Art H BName: SCOTT BURKETitle: Managing Partner

HUNTINGTON VENTURE PARTNERS, LLC

By: Art H BName: SCOTT BURKETitle: Managing Member

BERG &amp; BERG ENTERPRISES, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NEW YORK LIFE INSURANCE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOC2/1386088.3

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: \_\_\_\_\_  
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]

19012/00029/DOC2/1316041.1

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:****SECURED PARTIES:**

GYRATION, INC.

EXCELSIOR VENTURE PARTNERS III, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

HUNTINGTON TECHNOLOGY FUND, LP

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HUNTINGTON VENTURE PARTNERS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BERG &amp; 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*He*  
*11/25/03*

(Signature Page to Intellectual Property Security Agreement)

19012/00029/DOC8/1386088.3

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: 

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DAVID TAPLEY

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

NOV. - 25 03 (TUE) 22:18

**TRADEMARK**  
**REEL: 002908 FRAME: 0593**

**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: \_\_\_\_\_

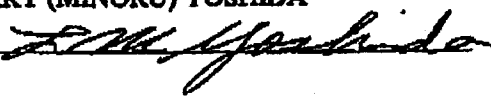
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DAVID TARPLEY**

By: \_\_\_\_\_

**LARRY (MINORU) YOSHIDA**

By: 

**THE COMPANY:**

**SECURED PARTIES:**

ATSUSHI ASADA

By: Atsushi Asada

CATHERINE S. BLOCK

By: \_\_\_\_\_

CHARLES A. BLOCK

By: \_\_\_\_\_

RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1992

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREGORY & SUSAN HAWTHORNE

By: \_\_\_\_\_

By: \_\_\_\_\_

YOSHIHIRO MAEZAWA

By: \_\_\_\_\_

**THE COMPANY:**

**SECURED PARTIES:**

ATSUSHI ASADA

By: \_\_\_\_\_

CATHERINE S. BLOCK

By: 

CHARLES A. BLOCK

By: \_\_\_\_\_

RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1992

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREGORY & SUSAN HAWTHORNE

By: \_\_\_\_\_

By: \_\_\_\_\_

YOSHIHIRO MAEZAWA

By: \_\_\_\_\_

**THE COMPANY:**

**SECURED PARTIES:**

ATSUSHI ASADA

By: \_\_\_\_\_

CATHERINE S. BLOCK

By: \_\_\_\_\_

CHARLES A. BLOCK

By: Charles A. Block

RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1992

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREGORY & SUSAN HAWTHORNE

By: \_\_\_\_\_

By: \_\_\_\_\_

YOSHIHIRO MAEZAWA

By: \_\_\_\_\_

**THE COMPANY:**

**SECURED PARTIES:**

ATSUSHI ASADA

By: \_\_\_\_\_

CATHERINE S. BLOCK

By: \_\_\_\_\_

CHARLES A. BLOCK

By: \_\_\_\_\_

RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1998

By: *Richard E. Block & Jane C. Block*

Name: Richard E. Block & Jane C. Block

Title: Trustees

GREGORY & SUSAN HAWTHORNE

By: \_\_\_\_\_

By: \_\_\_\_\_

YOSHIHIRO MAEZAWA

By: \_\_\_\_\_

**THE COMPANY:**

**SECURED PARTIES:**

**ATSUSHI ASADA**

By: \_\_\_\_\_

**CATHERINE S. BLOCK**

By: \_\_\_\_\_

**CHARLES A. BLOCK**

By: \_\_\_\_\_

**RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1992**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GREGORY & SUSAN HAWTHORNE**

By: \_\_\_\_\_

By: \_\_\_\_\_

**YOSHIHIRO MAEZAWA**

By: \_\_\_\_\_

**[Signature Page to Intellectual Property Security Agreement]**

10012/00029/DOCS/1386088.3

**THE COMPANY:**

**SECURED PARTIES:**

ATSUSHI ASADA

By: \_\_\_\_\_

CATHERINE S. BLOCK

By: \_\_\_\_\_

CHARLES A. BLOCK

By: \_\_\_\_\_

RICHARD E. BLOCK & JANE C. BLOCK, TEE  
BLOCK FAMILY TRUST DTD 5/29/1992

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREGORY & SUSAN HAWTHORNE

By: \_\_\_\_\_

By: \_\_\_\_\_

YOSHIHIRO MAEZAWA

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