

02-13-2004

DJ

FORM PTO-1594

RECORDATION FOR TRADEMARK



PARTMENT OF COMMERCE Patent and Trademark Office

(Rev. 03/01) OMB No. 0651-0027 (exp. 05/31/2002)

2.9.04

102670141

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

1. Name of conveying party(ies): Invision Technologies, Inc.
Individual(s)
General Partnership
Corporation-State
Other
Association
Limited Partnership

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: HA155
Street Address: 3003 Tasman Drive

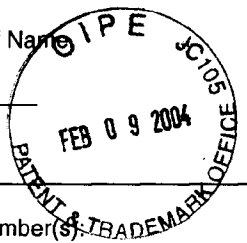
Additional name(s) of conveying party(ies) attached? Yes No

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:
Assignment
Security Agreement
Other
Merger
Change of Name

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State-Delaware
Other

Execution Date: 12/8/03



If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Additional name(s) & address(es) attached? Yes No

Table with 2 columns: A. Trademark Application No.(s), B. Trademark No.(s). Rows contain application numbers 76/437,416, 76/437,415, 76/437,414, 76/437,413, 76/437,410.

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$140.00
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

02/12/2004 ECOMPER 00000080 73437416

01 FC:18521 40.00 OP
02 FC:8522 100.00 OP

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

1/5/03

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 002912 FRAME: 0760

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (the "Agreement") dated as of December 8, 2003 is entered into by and between SILICON VALLEY BANK, a California-chartered bank ("Bank"), and INVISION TECHNOLOGIES, INC., a Delaware corporation ("Grantor").

**RECITALS**

A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), but only if Grantor grants Bank a security interest in, among other Collateral, all of Grantor's Intellectual Property, including all Copyrights, Trademarks, Patents and Mask Works. All defined terms used herein shall have the respective meanings accorded to them in the Loan Agreement.

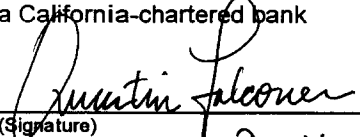
B. Grantor has granted Bank a security interest in all of Grantor's right, title and interest, presently existing or later acquired, in and to all of the Collateral.

**AGREEMENT**

Grantor hereby grants Bank a security interest in all of its right, title and interest in and to Grantor's Intellectual Property (including but not limited to the registered Copyrights, Patents, Trademarks and Mask Works listed on Exhibits A, B, C, and D hereto), and all proceeds thereof (including but not limited to license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, rights throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part. This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies with respect to the security interest granted hereby are in addition to (and not in lieu of) those set forth in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights, powers and interests are cumulative with every right, power or remedy provided herein. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

BANK:

SILICON VALLEY BANK,  
a California-chartered bank

  
\_\_\_\_\_  
(Signature)  
Senior Vice President  
\_\_\_\_\_  
(Title)

GRANTOR:

INVISION TECHNOLOGIES, INC.,  
a Delaware corporation

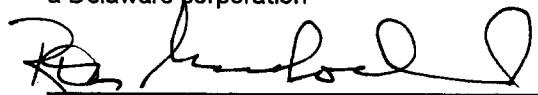
  
\_\_\_\_\_  
(Signature) Senior  
Vice President and CFO  
\_\_\_\_\_  
(Title)

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated December 8, 2003.

EXHIBIT "B"

PATENTS

<u>Description</u>	<u>Registration No.</u>	<u>Registration/Application Date</u>	<u>Status</u>
Nonintrusive Inspection Apparatus	6,647,091	11/11/03	Registered
E/Log Evaluation Using Cylindrical Projections	6,597,761	07/22/03	Registered
Nonintrusive Inspection System	6,590,956	07/08/03	Registered
D/Nonintrusive X-Ray Based Luggage Scanner	D474706	05/20/03	Registered

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated December 8, 2003.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
INVISION	USA	76/437,416		Pending
INVISION & Design	USA	76/437,415		Pending
DESIGN ONLY	USA	76/437,414		Pending
INVISION	USA	76/437,413		Pending
DESIGN ONLY	USA	76/437,410		Pending

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated December 8, 2003

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
--	----------------	-------------------	----------------	---------------

NONE