

02-13-2004

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FORM PTO-1594

REI

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

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



102670466

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

1. Name of conveying party(ies): **BERMAI INCORPORATED** *2.9.04*

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

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

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **12/24/03**



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

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

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

A. Trademark Application No.(s)	B. Trademark No.(s) 2,760,052

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: 1

7. Total fee (37 CFR 3.41): **\$40.00**
 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.

MARIBEL ARTEAGA

01/26/04

Name of Person Signing

Maribel Arteaga
Signature

Date

02/12/2004 MGETACHE 00000062 2760052
01 FC:8521

Total number of pages including cover sheet, attachments, and document: 40.00

Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002912 FRAME: 0873

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 24, 2003, by and between SILICON VALLEY BANK ("Bank") and BERMAI, INCORPORATED ("Grantor").

RECITALS

A. Bank has agreed to make a term loan and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of December 24, 2003 (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, Patents, and Mask Works 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 subject to the terms of the Loan Agreement and 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.

This security interest in the Intellectual Property Collateral shall terminate upon the closing of the Equity Round; provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property Collateral (the "Rights to Payment"). Notwithstanding the foregoing, if a judicial authority (including a U.S. Bankruptcy Court) holds that a security interest in the underlying Intellectual Property Collateral is necessary to have a security interest in the Rights to Payment, then the Collateral shall continue to include the Intellectual Property Collateral after the closing of the Equity Round to the extent necessary to permit perfection of Bank's security interest in the Rights to Payment.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

390 Cambridge Avenue
Palo Alto, CA 94306
Attn: Chief Financial Officer

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Loan Services

GRANTOR:

BERMAI, INCORPORATED

By:

Howard Jung

Title:

Vice President, Finance & Admin
12/24/03

BANK:

SILICON VALLEY BANK

By:

June D.

Title:

VICE PRESIDENT

SCHEDULE A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

SCHEDULE S TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Low Phase Noise Ring type Voltage Controlled Oscillator	Patent #624,929	Granted November 3, 2002
Dual Channel Demodulation of Wireless Signals	Application Number 10/117,861	Filed April 2, 2002
Dual Channel Demodulation of Wireless Signals	Application Number 10/145,539	Filed May 13, 2002
Enhanced Frequency Domain Equalization in OFDM Communication	Application Number 10/112,916	Filed March 29, 2002
Digital Front-End for Wireless Communication System	Application Number 10/144,445	Filed May 10, 2002
Digital Phase Locked Loop	Application Number 10/137,986	Filed May 1, 2002
Joint Equalization, Soft-Demapping and Phase Error Correction in Wireless System with Receive Diversity	Application Number 10/141,628	Filed May 6, 2002
Apparatus and Method for Dynamic Diversity Based Upon Receiver-Side Assessment of Link Quality	Application Number 10/117,456	Filed April 4, 2002
Multi-Layer Antenna Structure	Application Number 10/395,902	Filed March 20, 2003
Ram-Based Fast Fourier Transform Unit for Wireless Communications	Application Number 10/234,060	Filed August 30, 2002
State Metric Rescaling for Viterbi Decoding	Application	Filed September 6,

SCHEDULE S TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

	Number 10/237,550	2002
Decoding Architecture for Low Density Parity Check Codes	Application Number 10/234,059	Filed August, 30, 2002
Multi-Layer Balun Transformer	Application Number 10/377,993	Filed February 28, 2003
Circuit Package Integrating Passive Radio Frequency Structure	Application Number 10/444,049	Filed May 22, 2003
CCK Demodulation Via Symbol Decision Feedback Equalizer	Application Number 10/460,766	Filed June 12, 2003
Medium Access Control in a Wireless Network	Application Number 10/361,807	Filed February 7, 2003
Power Management in a Peripheral Device	Application Number 60/456,935	Filed March 20, 2003,
Feed-Forward Automatic Power and Voltage Gain Controls for CMOS Inductor –Based RF Circuits	Application Number 60/495,745	Filed August 15, 2003
Selectable Gain Amplifier Circuit	Application Number 60/517,512	Filed November 5, 2003,
Complex Filter With Higher Order Pole	Application Number Unknown	Filed December 12, 2003
Constant-Gain Biasing of LC-Tank Loaded Transconductors	Application Number 60/519,510	Filed November 12, 2003
Tunable Inductor	Application Number Unknown	Filed December 10, 2003
High Efficiency and High Linearity CMOS Power Amplifier with Combination of Class A	Application Number	Filed August 15, 2003

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and Class B Amplifier

60/495,423

Embedded Dipole Antenna for Dual Band
Operation

Application
Number
60/515,020

Filed October 28,
2003,

Linear in DB Variable Gain Control

Application
Number
60/495,739

Filed August 15,
2003

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SCHEDULE C

Registered Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bermai/U.S., Class 9	2760052	9/2/2003
BERMAI/Singapore, Class 9	T02/13081Z	3/11/2002
BERMAI/Singapore, Class 38	T03/04256F	3/27/2003
BERMAI/Singapore, Class 42	T02/13083F	3/27/2002
BERMAI/South Korea, Classes 9 & 42	0007916	8/5/2003
BERMAI/Taiwan, Class 9	1048823	7/1/2003
BERMAI/United Kingdom, Classes 9 & 42	2309108	8/28/2002

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SCHEDULE D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

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RECORDED: 02/09/2004

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