

03-18-2004

FORM PTO-1594

R

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

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

Patent and Trademark Office



102697670

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

<p>1. Name of conveying party(ies): Picosecond Pulse Labs, Inc.</p> <p style="text-align: right; font-size: 2em;">3.16.04</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155</p> <p>Street Address: 3003 Tasman Drive</p> <p>City: Santa Clara State: CA ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>01/30/04</p>	<p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State-<u>DE</u> <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

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

A. Trademark Application No.(s) 76/415029	B. Trademark No.(s)

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Silicon Valley Bank</p> <p>Internal Address: Loan Documentation HA155</p> <p>Street Address: 3003 Tasman Dr.</p> <p>City: Santa Clara State: Ca ZIP: 95054</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$ 40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>
---	---

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 *Maribel Arteaga* **3/31/04**
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/17/2004 1652146 76415029 40.00 09
01 FC:8521

TRADEMARK
REEL: 002929 FRAME: 0784

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and Picosecond Pulse Labs, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money 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 the Effective Date (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 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.

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:

2500 55th Street
Boulder, CO 80301

Attn: J. Scott Andrews
CEO

Address of Bank:

4410 Arapahoe Ave., Ste. 200
Boulder, CO 80303

Attn: _____

GRANTOR:

Picosecond Pulse Labs, Inc.

By: [Signature]

Title: CEO

1/30/04

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Low-pass risetime filters for time domain applications: application note AN-7A.	VA1057124	June 10, 1999
10 PS risetime transmission & TDR measurements using the PSPL 4015B 15 PS pulse generator & HP 54124A 50 GHZ oscilloscope.	VA537362	August 21, 1992
10 PS Risetime TDR & transmission measurements using the HP 54120 oscilloscope & PSPL 4015B pulse generator.	VA514167	October 15, 1991
Comparison of ultra-fast rise sampling oscilloscopes.	VA342690	March 27, 1989
TDR, step response & "S" parameter measurements in time domain.	VA342689	March 27, 1989
Pulse measurements in the Picosecond domain.	VA342274	Nov 21, 1988

EXHIBIT B

Patents

Description

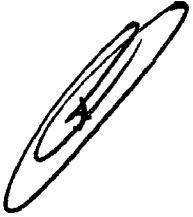
Registration/
Application
Number

Registration/
Application
Date

SEE ATTACHED

Picosecond Pulse Labs, Inc.
Patents

LICENSED PATENTS
(All Licensed Patents are non-assignable)



Picosecond Pulse Labs, Inc Patents

1. US Patent Application 10/053,529 Ultrafast Sampler with Non-Parallel Shockline, 14 Independent Claims, 52 Total Claims
2. PCT International Application PCT/US02/35239 Ultrafast Sampler With Non-Parallel Shockline, 14 Independent Claims, 52 Total Claims
3. US Patent Application 09/833,015 Ultrafast Sampler with Coaxial Transition, 10 Independent Claims, 33 Total Claims
4. PCT International Application PCT/US02/11487 Ultrafast Sampler with Coaxial Transition, 10 Independent Claims, 33 Total Claims
5. US Patent Application 10/233,290 Transmission Line Voltage Controlled Nonlinear Signal Processor, 14 Independent Claims, 42 Total Claims

CONFIDENTIAL

Property of
Picosecond Pulse Labs, Inc.

LICENSED PATENTS

STANFORD Patents:

U.S. Patent 5,014,018, *Nonlinear Transmission Line for Generation of Picosecond Electrical Transients*, issued May 7, 1991.

U.S. Patent 5,256,996, *Integrated coplanar strip nonlinear transmission line*, issued October 26, 1993.

U.S. Patent 5,378,939, *Gallium arsenide monolithically integrated sampling head using equivalent time sampling having a bandwidth greater than 100 Ghz*, issued January 3, 1995.

U.S. Patent 5,267,020, *Gallium arsenide monolithically integrated sampling head using equivalent time sampling having a bandwidth greater than 100 Ghz*, issued November 30, 1993.

HP Patents:

U.S. Patent 4,956,568, *Monolithic Sampler*, issued September 11, 1990.

All patents issuing from European Patent Application, Serial No. 0-89312458.6, *Monolithic Sampler*, filed 11/30/89.

All patents issuing from Japanese Patent Publication No. 02-212773, Serial No. 01.320429, *Monolithic Sampler*, filed 12/8/89.

CONFIDENTIAL

Property of
Picosecond Pulse Labs, Inc.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

PICOSECOND PULSE LABS

76/415029

May 30, 2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A