

05-21-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 exp. 5/31/2002
5/21/04
Tab settings



102749895

U.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):

GOLDFINGER TECHNOLOGIES LLC

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 4/28/04

2. Name and address of receiving party(ies)

Name: ORIX VENTURE FINANCE LLC

Internal Address: 10th Floor

Street Address: 1177 Avenue of the Americas

City: New York State: NY Zip: 10036

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

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) 75/555468

B. Trademark Registration No.(s) 2295797

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Attn: Penelope Agooda

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Wendy Ballot Huey
Name of Person Signing

Wendy Ballot Huey
Signature

May 20, 2004
Date

Total number of pages including cover sheet, attachments, and document: 9

05/24/2004 ECDOPER 00000051 7555468

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

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP

TRADEMARK
REEL: 002971 FRAME: 0408

**SCHEDULE A TO GOLDFINGER INTELLECTUAL PROPERTY SECURITY
AGREEMENT WITH ORIX VENTURE FINANCE LLC**

Trademarks

| Trademark | Owner | Application Number | Registration Number | Status |
|------------------|-----------------------------|---------------------------|----------------------------|---------------|
| GOLDFINGER | Goldfinger Technologies LLC | 75/555468 | 2295797 | Registered |
| SAHARA | Goldfinger Technologies LLC | 76/306002 | | Pending |
| SUNBURST | Goldfinger Technologies LLC | 73/760371 | 1574491 | Registered |
| V Stylized | Goldfinger Technologies LLC | 76/274785 | 2604390 | Registered |
| VcS | Goldfinger Technologies LLC | 75/035604 | 2137740 | Registered |
| VERTEQ | Goldfinger Technologies LLC | 75/035442 | 2040148 | Registered |
| VVERTEQ | Goldfinger Technologies LLC | 76/274881 | 2655977 | Registered |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **April 28, 2004** by and between **ORIX Venture Finance LLC** ("ORIX") and **Goldfinger Technologies LLC**, a Delaware limited liability company ("Grantor"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Security Agreement dated April 28, 2004 (as amended from time to time, the "Security Agreement"). (Capitalized terms used herein have the meaning assigned in the Security Agreement.)

B. Pursuant to the Security Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Security Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all 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, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Security Agreement; nothing herein limits any of the terms or provisions of the Security Agreement, and ORIX's rights hereunder and under the Security Agreement are cumulative. This Agreement, the Security Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Goldfinger Technologies LLC

By 
Title Vice President of Finance

Address of ORIX:

ORIX Venture Finance LLC

1177 Avenue of the Americas, 10th Floor
New York, NY 10036

By _____
Kevin P. Sheehan,
President and CEO

Form: Version-1

-1

software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Security Agreement; nothing herein limits any of the terms or provisions of the Security Agreement, and ORIX's rights hereunder and under the Security Agreement are cumulative. This Agreement, the Security Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

Goldfinger Technologies LLC

By _____
Title _____

Address of ORIX:

ORIX Venture Finance LLC

1177 Avenue of the Americas, 10th Floor
New York, NY 10036

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

**SCHEDULE A TO GOLDFINGER INTELLECTUAL PROPERTY SECURITY
AGREEMENT WITH ORIX VENTURE FINANCE LLC**

Trademarks

| Trademark | Owner | Application Number | Registration Number | Status |
|------------------|-----------------------------|---------------------------|----------------------------|---------------|
| GOLDFINGER | Goldfinger Technologies LLC | 75/555468 | 2295797 | Registered |
| SAHARA | Goldfinger Technologies LLC | 76/306002 | | Pending |
| SUNBURST | Goldfinger Technologies LLC | 73/760371 | 1574491 | Registered |
| V Stylized | Goldfinger Technologies LLC | 76/274785 | 2604390 | Registered |
| VcS | Goldfinger Technologies LLC | 75/035604 | 2137740 | Registered |
| VERTEQ | Goldfinger Technologies LLC | 75/035442 | 2040148 | Registered |
| VVERTEQ | Goldfinger Technologies LLC | 76/274881 | 2655977 | Registered |

**SCHEDULE B TO GOLDFINGER INTELLECTUAL PROPERTY SECURITY
AGREEMENT WITH ORIX VENTURE FINANCE LLC**

Patents

| <u>TITLE</u> | <u>COUNTRY</u> | <u>PATENT OR PUBL. NO.</u> | <u>ISSUE OR PUBL. DATE</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> | <u>STATUS/ EXPIR- ATION DATE*</u> |
|----------------------------|----------------|--------------------------------|--------------------------------|-----------------------|------------------------|---|
| Issued Patents: | | | | | | |
| | USA | 4571850 | 02/25/1986 | | 05/17/1984 | 05/17/2004 |
| | USA | 4804007 | 02/14/1989 | | 04/29/1987 | 02/14/2006 |
| | USA | 4854337 | 08/08/1989 | | 05/24/1988 | 08/08/2006 |
| | USA | 4869278 | 09/26/1989 | | 01/15/1988 | 09/26/2006 |
| | USA | 4998549 | 03/12/1991 | | 10/16/1988 | 03/12/2008 |
| | USA | 5037481 | 08/06/1991 | | 02/15/1990 | 08/06/2008 |
| | USA | 5090432 | 02/25/1992 | | 10/16/1990 | 02/25/2009 |
| | USA | 5148823 | 09/22/1992 | | 10/16/1990 | 09/22/2009 |
| | USA | 5286657 | 02/15/1994 | | 12/18/1991 | 02/15/2011 |
| | USA | 5365960 | 11/22/1994 | | 04/05/1993 | 11/22/2011 |
| | USA | 5534076 | 07/09/1996 | | 10/03/1994 | 07/09/2013 |
| | USA | 5539995 | 07/30/1996 | | 03/16/1994 | 07/30/2013 |
| | USA | 5556479 | 09/17/1996 | | 07/15/1994 | 09/17/2014 |
| | USA | 5656097 | 08/12/1997 | | 12/21/1994 | 08/12/2014 |
| | USA | 5908509 | 06/01/1999 | | 08/07/1997 | 06/01/2016 |
| | USA | 5950645 | 09/14/1999 | | 08/11/1997 | 09/14/2016 |
| | USA | 5996595 | 12/07/1999 | | 08/07/1997 | 12/07/2016 |
| | USA | 6039059 | 03/21/2000 | | 09/30/1996 | 09/30/2016 |
| | USA | 6122837 | 09/26/2000 | | 06/24/1998 | 06/24/2018 |

* Expiration dates are calculated according to 35 USC § 154, and are subject to the payment of periodic maintenance fees.

| <u>TITLE</u> | <u>COUNTRY</u> | <u>PATENT OR PUBL. NO.</u> | <u>ISSUE OR PUBL. DATE</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> | <u>STATUS/ EXPIRATION DATE*</u> |
|----------------------|----------------|----------------------------|----------------------------|-------------------|--------------------|---------------------------------|
| | USA | 6125551 | 10/03/2000 | | 03/17/1998 | 03/17/2018 |
| | USA | 6140744 | 10/31/2000 | | 04/08/1998 | 04/08/2018 |
| | USA | 6158445 | 12/12/2000 | | 07/20/1999 | 12/12/2017 |
| | USA | 6295999 | 08/22/2002 | | 10/02/2001 | 10/02/2021 |
| | USA | 6378534 | 10/23/2000 | | 04/30/2002 | 10/23/2020 |
| | USA | 6463938 | 10/15/2002 | | 09/13/2001 | 09/13/2021 |
| | USA | 6681782 | 01/27/2004 | | 04/08/1998 | 04/08/2018 |
| | USA | 6684891 | 02/03/2004 | | 04/08/1998 | 04/08/2018 |
| | USA | 6684890 | 02/03/2004 | | 07/15/2001 | 07/15/2021 |
| | USA | 6679272 | 01/20/2004 | | 08/03/2001 | 06/16/2022 |
| Applications: | | | | | | |
| | USA | 2003/0141784 A1 | 07/01/2003 | 10/059682 | 01/29/2002 | |
| | USA | 2003-0205238-A1 | 11/06/2003 | 10/140029 | 05/06/2002 | |
| | USA | | | 10/341425 | 01/10/2003 | |
| | USA | 2002/0185152 A1 | 12/12/2002 | 10/171426 | 06/12/2002 | |
| | USA | 2002/0185155 A1 | 12/12/2002 | 10/171431 | 06/12/2002 | |
| | USA | 2002/0185153 A1 | 12/12/2002 | 10/171429 | 06/12/2002 | |
| | USA | 20040020512 A1 | 02/05/2004 | 10/171494 | 06/12/2002 | |
| | USA | 2002/0185154 A1 | 02/105/2004 | 10/171430 | 06/12/2002 | |
| | USA | | | 60/477602 | 06/11/2003 | |
| | USA | 20030015218 A1 | 01/23/2003 | 10/243486 | 12/12/2002 | |
| | USA | | | 09/937013 | 04/18/2001 | |

PA\831732.1
1191271-900000
05/19/04

TRADEMARK
REEL: 002971 FRAME: 0415

**SCHEDULE C TO GOLDFINGER INTELLECTUAL PROPERTY SECURITY
AGREEMENT WITH ORIX VENTURE FINANCE LLC**

Copyrights

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| None | | |
| | | |
| | | |