RECORD/

06-30-2004



:PARTMENT OF COMMERCE

(Rev. 03/01) TRAI	3. Patent and Trademark Office
Tab settings	102780411 ▼ ▼
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
Name of conveying party(ies): Aristos Logic Corporation	Name and address of receiving party(ies) Name: Venture Lending & Leasing III, Inc.
	Internal Address:
Individual(s) General Partnership Limited Partnership	Street Address: 2010 North First Street
Corporation-State	City: San Jose State: CA Zip: 95131
Other	Individual(s) citizenship
Additional name(s) of conveying party(ies) attached? Yes No	Association General Partnership
3. Nature of conveyance:	Limited Partnership
Assignment Merger	Corporation-State Maryland
Security Agreement Change of Name	Other If assignee is not domiciled in the United States, a domestic
Cther Execution Date: 6/11/04	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): 76/105,267; A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Additional number(s) at	' – –
Name and address of party to whom correspondence concerning document should be mailed: Russell D. Pollock, Esq.	6. Total number of applications and registrations involved:
	7. Total fee (37 CFR 3.41)\$240.00
Internal Address:	✓ Enclosed
	Authorized to be charged to deposit account
Street Address: Greene Radovsky Maloney & Share LLP	8. Deposit account number:
Four Embarcadero Center, Suite 4000	
City: San Francisco State: CA Zip:94111	
DO NOT USE	THIS SPACE
9. Signature.	
Russell D. Pollock	effluel 6/21/04
A	gnature Date

06/30/20 01 FC:8521 02 FC:8522

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

RECORDATION FORM COVER SHEET FOR MOLECULAR IMPRINTS, INC. CONTINUED

Number 4a. Application Numbers Continued

76/303,731

76/303,743

76/307,788

76/396,989

78/314,753

43251/0929 6/19/04/MVR/267405.1

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June 11, 2004, by and between ARISTOS LOGIC CORPORATION, a California corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., a Maryland corporation ("Secured Party").

RECITALS

- A. Pursuant to an Amended and Restated Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant tō Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

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- 6. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 7. <u>Termination of Agreement and Security Interest</u>. This Agreement and the security interest granted hereby shall automatically terminate and be of no further force and effect upon the payment in full of all Obligations under the Agreement. Upon termination, all rights to the Collateral shall revert to Grantor and the Secured Party shall, at Grantor's expense, execute and deliver to Grantor such documents a s Grantor shall reasonable request to evidence such termination.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written. **GRANTOR:** ARISTOS LOGIC CORPORATION Address of Grantor: Fred Brever By: 27051 Towne Centre Drive, Suite 290 Foothill Ranch, Ca 92610 Fred Barnes Name: Attn: Fred Barnes Chief Financial Officer Chief Financial Officer Its: **SECURED PARTY: VENTURE LENDING & LEASING III, INC.** Address of Secured Party: 2010 North First Street, Suite 310 By: San Jose, CA 95131

Name:

Its:

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Attn: President

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written. **GRANTOR:** Address of Grantor: ARISTOS LOGIC CORPORATION 27051 Towne Centre Drive, Suite 290 By: Foothill Ranch, Ca 92610 Attn: Fred Barnes Name: Chief Financial Officer Its: SECURED PARTY: VENTURE LENDING & LEASING III, INC. Address of Secured Party: 2010 North First Street, Suite 310 By: San Jose, CA 95131

Name:

Its:

Ronald W. Swenson

Chief Executive Officer

Attn: President

EXHIBITS A, B AND C TO BE COMPLETED BY GRANTOR

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

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