

08-09-2004

OFFICE OF PUBLIC RECORDS



R SHEET
ONLY

7.27.04

2004 JUL 22 11 17 AM '04
To the Director of the U.S. P.

102808785

attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Delphon Industries, LLC (formerly known as Gel-Pak, L.L.C.)

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

Citizenship (see guidelines) Delaware, USA

Execution Date(s) June 30, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Greater Bay Corporate Finance, a Division of Greater Bay Bank Internal

Address: _____

Street Address: 1255 Treat Blvd., Suite 160

City: Walnut Creek

State: California

Country: USA Zip: 94596

- Association Citizenship USA
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2303631, 2632660, 2632661

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Please see the attached.

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

Name: Robert Anderson, Esq.

Internal Address: Buchalter, Nemer, Fields & Younger

Street Address: 333 Market Street, 25th Floor

City: San Francisco

State: California Zip: 94105-2130

Phone Number: _____

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 160

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

\$30.00

CHECK REFUND TOTAL:

9. Signature:

Melinda L. Sesto

7-19-04

Signature

Date

Melinda L. Sesto, Esq.

08/06/2004 DBYRNE 00000121 2203631

01 FC:8521
02 FC:8522

40.00 OP
150.00 OP Person Signing

Total number of pages including cover sheet, attachments, and document: 1

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Attachment

GEL-PAK
DOMESTIC TRADEMARK REGISTRATION CERTIFICATES
2100602-900202
DOCUMENTS #01

No.	Mark	Description	Class	Country	Registration No.	Registration Date
1.	GEL-PAK	FOR: CARRIERS, NAMELY, TRAYS AND CONTAINERS FOR SEMI-CONDUCTOR WAFERS, DIE, SUBSTRATES AND CHIPS; AND MECHANICAL DEVICES COMPRISED OF VACUUM RELEASE TRAYS AND PUMPS FOR RELEASING SEMICONDUCTOR WAFERS, DIE, SUBSTRATES AND CHIPS FROM CARRIERS, TRAYS AND CONTAINERS	9	U.S.	2303631	12/28/99
2.	GEL-TRAY	FOR: CARRIERS, NAMELY, SUPPORT STRUCTURES FOR HANDLING OR SHIPPING SEMI-CONDUCTOR WAFERS, DIE, SUBSTRATES AND CHIPS; MECHANICAL APPARATUS COMPRISED OF VACUUM RELEASE RECEPTACLES AND PUMPS FOR RELEASING SEMICONDUCTOR WAFERS, DIE, SUBSTRATES AND CHIPS FROM CARRIERS OR SUPPORT STRUCTURES	9	U.S.	2632660	10/08/02
3.	GEL-FILM	FOR: CARRIERS, NAMELY, SUPPORT STRUCTURES FOR HANDLING OR SHIPPING SEMI-CONDUCTOR WAFERS, DIE, SUBSTRATES AND CHIPS	9	US	2632661	10/08/02
4.						
5.						

AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 30, 2004, is made by DELPHON INDUSTRIES, LLC, a Delaware limited liability company (formerly known as Gel-Pak, L.L.C.)(the "Pledgor"), in favor of GREATER BAY CORPORATE FINANCE, a division of GREATER BAY BANK, N.A. (the "Secured Party").

RECITALS

WHEREAS, the Pledgor now owns or holds and may hereafter acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all 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 all reissues, extensions or renewals thereof), including without limitation the Trademarks listed on Annex "1" attached hereto, as such Annex "1" may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, the Pledgor has entered into that certain Amended and Restated Loan and Security Agreement dated as of June 30, 2004 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Restated Loan Agreement") by and between the Pledgor, as Borrower, and the Secured Party, as Lender, which amended and restated in full that certain Loan and Security Agreement dated as of May 8, 2001, by and between Borrower and Lender. Each capitalized term used herein which is not otherwise defined herein shall have the meaning ascribed to it in the Restated Loan Agreement; and

WHEREAS, in order to induce the Lender to enter into the Restated Loan Agreement and the other Loan Documents and to make the loans and issue letters of credit as provided for in the Restated Loan Agreement, the Pledgor has agreed to amend and restate that certain Trademark Security Agreement, dated as of May 8, 2001 (as amended, the "Old Security Agreement"), to, among other things, restate in full its grant to the Secured Party of a security interest in certain personal property of the Pledgor, including without limitation all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses (including without limitation those Trademark licenses listed on Annex "2" attached hereto), whether presently existing or hereafter arising, adopted or acquired, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including without limitation any and all causes of

action that exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, all to secure the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby restate in full its grant to the Secured Party, as security for the Obligations, of a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items or types of property being collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation each Trademark referred to in Annex "1" attached hereto;
- (ii) each Trademark license, including without limitation each Trademark license referred to in Annex "2" attached hereto, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income of any kind derived from, any of the foregoing, including without limitation any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

The Pledgor agrees to deliver updated copies of Annex "1" and Annex "2" to the Secured Party at the end of any calendar quarter in which the Pledgor registers or otherwise adopts or acquires any Trademark not listed on Annex "1" hereto or enters into any Trademark license not listed on Annex "2" hereto, and duly and promptly to execute and deliver, or have duly and promptly executed and delivered, at the cost and expense of the Pledgor, such further instruments or documents (in form and substance satisfactory to the Secured Party), and promptly to perform, or cause to be promptly performed, any and all acts, in all cases as may be necessary, proper or advisable from time to time in the reasonable judgment of the Secured Party to carry out the provisions and purposes of Article V of the Restated Loan Agreement and this Trademark Security Agreement, and to provide, perfect and preserve the Liens of the Secured Party under the Restated Loan Agreement, this Trademark Security Agreement and the other Loan Documents in the Trademark Collateral (or any portion thereof).

The Pledgor agrees that if any Person shall do or perform any acts that the Secured Party reasonably believes to constitute an infringement of any Trademark that is material to the Pledgor's business, or violate or infringe any right of the Pledgor or the Secured Party therein, or if any Person shall do or perform any acts that the Secured Party reasonably

believes to constitute an unauthorized or unlawful use thereof, then and in any such event the Secured Party may and shall have the right, while an Event of Default is continuing, to take such steps and institute such suits or proceedings as the Secured Party may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable, necessary or proper for the full protection of the rights of the parties. The Secured Party may take such steps or institute such suits or proceedings in its own name or in the name of the Pledgor or in the names of the parties jointly. The Secured Party hereby agrees to give the Pledgor prior notice of any steps taken, or any suits or proceedings instituted, by the Secured Party pursuant to this paragraph.

This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Restated Loan Agreement. The Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted to Secured Party are subject to, and more fully set forth in, the Restated Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

At such time as all of the Obligations under the Restated Loan Agreement shall have been indefeasibly repaid in full and all commitments thereunder of the Secured Party shall have terminated, the Secured Party shall execute and deliver to the Pledgor, at the Pledgor's expense and without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Secured Party in the Trademark Collateral, subject to any disposition thereof that may have been made by the Secured Party pursuant to the terms hereof or of the Restated Loan Agreement. In the event that the Secured Party has disposed of any Trademark Collateral following an Event of Default but prior to the time that all of the Obligations under the Restated Loan Agreement have been indefeasibly repaid in full, the Secured Party shall promptly provide notice to the Pledgor describing such disposition.

The Secured Party agrees that there will be no assignment of the Trademark Collateral, other than the security interest described herein, unless and until there shall occur an Event of Default and the Secured Party gives written notice to the Pledgor of its intention to enforce its rights against any of the Trademark Collateral. So long as no Event of Default shall have occurred and be continuing, and subject to the various provisions of the Restated Loan Agreement and the other Loan Documents to which it is a party, the Pledgor may use, license and exploit the Trademark Collateral in any lawful manner.

This Amended and Restated Trademark Security Agreement amends and restates in full the Old Security Agreement, which is supplanted hereby in all respects and is of no further force or effect whatsoever. This Amended and Restated Trademark Security Agreement is not intended by the parties to, and shall not, impair the rights and liens of the Secured Party as originally created under the Old Security Agreement.

[Signature and Notarization Pages Follow]

EXCEPT TO THE EXTENT THAT IT IS EXPRESSLY GOVERNED BY FEDERAL LAW, THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be duly executed as of the date of the Amended Restated Loan Agreement by its officer thereunto duly authorized.

THE PLEDGOR:

DELPHON INDUSTRIES, LLC,
a Delaware limited liability company,

By: 

Print Name: Jeanne Beacham

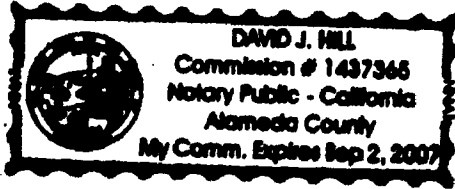
Title: CEO

[Attach Notary Acknowledgement]

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN MATEO)

On the 1ST day of July, in the year 2004, before me personally came Jeanne Beaman, to me known, who, being by me sworn, did say that she is an Authorized Signatory of DELPHON INDUSTRIES, which entity is described in, and which entity executed, the above instrument, and that he signed his name by order of the members of DELPHON INDUSTRIES, LLC.

David J. Hill
Notary Public



Annex 1
to
Trademark Security Agreement

TRADEMARKS

Annex 2
to
Trademark Security Agreement

TRADEMARK LICENSES

GEL-PAK
DOMESTIC TRADEMARK REGISTRATION CERTIFICATES
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DOCUMENTS #01

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5.						

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