

08-19-2004

FORM PTO-1594

REC



(Rev. 03/01)

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

102817076

U.S. DEPARTMENT OF COMMERCE

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): **Clarity Visual Systems Inc** *8-17-04*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State-Oregon  
 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: 5/31/04

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)  
**2746635 ; 2144126**  
**2648697 ; 2244891**  
**2655926 ; 2141891**  
**2447195**  
**2401471**  
**2133508**

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: **9**

7. Total fee (37 CFR 3.41):                      \$240.00  
 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.

08/18/2004 DBYRNE 00000021 2746635

01 FC:8521  
02 FC:8522 *Tracy Sedillo*  
Name of Person Signing

40.00 OP  
200.00 OP

*Trisha Aachello*  
Signature

*8/5/04*  
Date

Total number of pages including cover sheet, attachments, and document: **7**

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

TRADEMARK  
REEL: 003028 FRAME: 0660

## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amendment to Intellectual Property Security Agreement is entered into as of May 31, 2004, by and between SILICON VALLEY BANK ("Bank") and CLARITY VISUAL SYSTEMS, INC. ("Grantor").

### RECITALS

A. On or about May 30, 2002, Grantor executed and delivered to Bank an Intellectual Property Security Agreement (the "IP Security Agreement") to secure payment of the Loan and Security Agreement and other Loan Documents. Contemporaneously with the execution and delivery of this Amendment to Intellectual Property Security Agreement ("Amendment Agreement"), Grantor has executed and delivered an Amended and Restated Loan Agreement, which amends and restates the Loan Agreement. The term "Loan Agreement" shall refer to and mean the Loan and Security Agreement dated May 30, 2002, and all amendments and modifications thereto, including without limitation the Amended and Restated Loan Agreement.

B. Since the execution of the IP Security Agreement, Grantor has registered additional Intellectual Property Collateral, and the parties desire to amend the IP Security Agreement to grant to Bank a security interest in such additional Intellectual Property 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

1. Defined Terms. Unless given a different meaning herein, all capitalized terms used in this Addendum shall have the meanings ascribed to them in the IP Security Agreement.

2. Continued Effectiveness. Except as expressly modified herein, all of the terms, conditions, covenants and exhibits set forth in the IP Security Agreement remain in full force and effect among the parties. Borrower agrees that the IP Security Agreement is and shall remain in full force and effect between the parties, and Borrower has no defenses, offsets or counterclaims against Bank with respect to such IP Security Agreement. This Amendment Agreement is incorporated in and shall be a part of the IP Security Agreement.

3. Additional Intellectual Property Collateral. The description of the Intellectual Property Collateral set forth in the IP Security Agreement is amended by adding the additional items of Intellectual Property Collateral described herein. Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the additional 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.

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

Address of Grantor:

9025 SW Hillman Ct, Suite 3122  
Wilsonville, Oregon 97070

Attn: \_\_\_\_\_

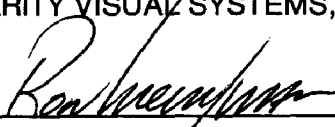
Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

CLARITY VISUAL SYSTEMS, INC.

By: 

Title: CFO

BANK:

SILICON VALLEY BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

**Patents**

| <b><u>Description</u></b>   | <b><u>Registration/<br/>Application<br/>Number</u></b> | <b><u>Registration/<br/>Application<br/>Date</u></b> |
|---|--|--|
| Interlocking mounting package having separatable chassis for use in multiscreen projection displays | 6594078  | 07/15/03   |
| Screen holding mechanism  | 6519085  | 02/11/03   |

EXHIBIT C

Trademarks

| <u>Description</u>          | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|-----------------------------|---|---|
| VideoBanner                 | 2746635   | 08/05/03                                      |
| SignSuite                   | 2648697   | 11/12/02                                      |
| AP LCD Advanced Performance | 2655926   | 12/03/02                                      |
| Digital Merchandiser        | 2447195   | 04/24/01                                      |
| Just Add Pictures           | 2401471   | 11/07/00                                      |
| VideoBanner                 | 2133508   | 01/27/98                                      |
| It's Clear..It's Clarity    | 2144126   | 03/17/98                                      |
| SignPost                    | 2244891   | 05/11/99                                      |
| Clarity Visual Systems      | 2141891   | 03/10/98                                      |

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date