

11-24-2004

FORM PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

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

Patent and Trademark Office



102888596

To the Honorable Commissioner of Patents and Trademarks, Please enclose original documents or copy thereof.

1. Name of conveying party(ies):

Qualmark Corporation

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

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

3. Nature of conveyance:

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

11/08/04

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

OFFICE OF PUBLIC RECORDS
2004 NOV 22 AM 10:16
FINANCE SECTION
ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-DE
- 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)

2,040,369

2,339,772

2,064,227

2,077,178

2,037,258

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: 5

7. Total fee (37 CFR 3.41):

\$ 140.00

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.

Maribel Arteaga
Name of Person Signing

Maribel Arteaga
Signature

11/16/04
Date

Amy Wikert

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

11/23/2004 ECOOPER 00000138 2040369

021 FEB 05 2005

100.0000 OP

TRADEMARK
REEL: 003083 FRAME: 0498

HO-22-11

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 8, 2004 by and between SILICON VALLEY BANK ("Bank") and QUALMARK CORPORATION ("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 November 8, 2004 (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:

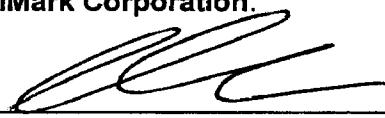
4580 Florence Street
Denver, CO 80238
Attn: Anthony Scalese

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

GRANTOR:

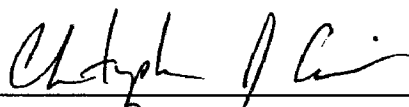
QualMark Corporation.

By:  _____

Title: CFD

BANK:

SILICON VALLEY BANK

By:  _____

Title: VP

**EXHIBIT A
COPYRIGHTS**

Description	Filed Date	Registration Date	Registration #
QualMark Corporation Seminar Material	9/28/2003	10/28/2003	TX-5-803-774
QualMark Corporation Q-Linc Software	9/2/2004	pending	pending
QualMark Corporation OVS Manager 4.0	9/2/2004	pending	pending

EXHIBIT B
PATENTS

Patent/Trademark Number	Type	Country	Date Filed	Ser./App. No.	Issued Date	Term Length	Status	Law Firm	Title/Mark
US5675098	Patent	U.S.	06/07/95	08/473,352	10/7/1997	20 YR.	Abandoned	CB & J	APPARATUS AND METHOD FOR THERMAL AND VIBRATIONAL STRESS SCREENING
US5365788	Patent	U.S.	08/27/92	07/950,631	11/22/1994	17 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US5412991	Patent	U.S.	07/23/93	08/097,282	5/9/1995	17 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US5540109	Patent	U.S.	11/05/92	07/972,162	7/30/1996	20 YR.	Issued	CB & J	APPARATUS AND METHOD FOR THERMAL AND VIBRATIONAL STRESS SCREENING
US5517857	Patent	U.S.	11/22/94	08/344,543	5/21/1996	17 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US5589637	Patent	U.S.	11/22/94	08/344,544	12/31/1996	20 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US5813541	Patent	U.S.	05/01/95	08/838,400	9/29/1998	20 YR.	Issued	CB & J	VERSATILE MOUNTING FOR CONTROL CONSOLE FOR TESTING CHAMBER
US5836202	Patent	U.S.	05/19/97	08/858,124	11/17/1998	20 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US5744724	Patent	U.S.	03/01/90	08/855,132	4/28/1998	20 YR.	Issued	CB & J	RANDOM VIBRATION GENERATING APPARATUS
US6062086	Patent	U.S.			5/16/2000		Issued	ELT	INTERPOSER DEVICE FOR ADJUSTING AND CONTROLLING THE SHOCK RESPONSE OF A SHAKER TABLE ASSEMBLY
US6112596	Patent	U.S.			9/5/2000		Issued	ELT	SHAKER TABLE ASSEMBLY FOR A RELIABILITY TEST CHAMBER
US6105433	Patent	U.S.			8/22/2000		Issued	ELT	SHAKER TABLE ASSEMBLY FOR A RELIABILITY TEST CHAMBER UTILIZING DIFFERENT TYPES OF VIBRATOR ASSEMBLIES
US6112596	Patent	U.S.			9/5/2000		Issued	ELT	SHAKER TABLE ASSEMBLY FOR A TEST CHAMBER
US6434954	Patent	U.S.			8/20/2002		Issued	ELT	AIR CIRCULATION SYSTEM FOR A CHAMBER TESTING ASSEMBLY FOR REDUCING NOISE EMITTED FROM A RANDOM VIBRATION APPARATUS
	Patent	U.S.	09/29/04	10/953996			Filed	ELT	Means for Adjusting the Repetition Rates of Individual Vibrators In a Pneumatic Vibration System
	Patent	U.S.					Pending	ELT	

EXHIBIT C
TRADEMARKS

File No.	Type	Country	Date Filed	Ser./App. No.	Issued Date	Term Length	Expiration Date	Patent/Trademark Number	Status	Law Firm	Title/Mark	Class
80006-030	Trademark	U.S.	03/14/96	75/072,947	2/25/1997			2,040,369	Registered	CB & J	QUALMARK	9
80006-033	Trademark	U.S.	03/30/98	75/459,018	4/11/2000			2,339,772	Registered	CB & J	OVS	9
80006-047	Trademark	U.S.	03/15/96	75/073,262	5/20/1997			2,064,227	Registered	CB & J	ACCELERATED RELIABILITY TEST CENTERS	42
80006-048	Trademark	U.S.	10/17/96	75/183,075	7/8/1997			2,077,178	Registered	CB & J	ARTC	42
80006-068	Trademark	U.S.	04/04/96	75/083,850	2/11/1997			2,037,258	Registered	CB & J	QUALMARK	41,42
80006-122	Trademark	European	09/30/98	000971416	4/17/2000	8 YR.		000971416	Registered	CB & J	OVS	
Q001.23j-002	Trademark	Japan	11/04/98	10-94627				4489441		ELT	QUALMARK	9
Q001.23j-003	Trademark	Japan	11/04/98	10-94628				4425468		ELT	OVS	9
Q001.23j-004	Trademark	Japan	04/10/00	037684						ELT	ARTC	42
Q001.23i-002	Trademark	Taiwan	10/26/98	87051932						ELT	QUALMARK	9
Q001.23i-003	Trademark	Taiwan	10/26/98	87051931				938762		ELT	OVS	9

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date