

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zebra Imaging, Inc.		10/31/2005	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Sierra Ventures VIII-A, L.P., as Collateral Agent		
Street Address:	2884 Sand Hill Road, Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2774440	ZEBRA IMAGING	
Registration Number:	2623445	ZEBRA IMAGING	
Registration Number:	2687765	Z ZEBRA IMAGING	
Registration Number:	2387590	ZEBRA IMAGING	
Registration Number:	2367855	ZEBRA IMAGING	
Registration Number:	2729878	ZEBRA IMAGING	
CORRESPONDENCE DATA			
Fax Number:	(512)480-5878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512-480-5678		
Email:	dborden@gdhm.com		
Correspondent Name:	Diana K. Borden		
Address Line 1:	401 Congress Avenue, Suite 2200		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	A19169.11		

CH \$165.00 2774440

NAME OF SUBMITTER:	Diana K. Borden
Signature:	/dkb/
Date:	11/03/2005

Total Attachments: 15

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO A SUBORDINATION AGREEMENT DATED OCTOBER 31, 2005 BETWEEN SILICON VALLEY BANK AND THE DEBTOR HEREUNDER.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is made as of this 31st day of October, 2005 pursuant to a Security Agreement made as of October 31st, 2005, by Zebra Imaging, Inc., a Texas corporation (together with its successors and assigns, the "**Debtor**"), with the secured parties listed on the signature pages hereto (each a "**Secured Party**" and, collectively, the "**Secured Parties**") and Sierra Ventures VIII-A, L.P., in its capacity as Collateral Agent on behalf of the Secured Parties.

RECITALS

A. Each Secured Party has made and may in the future make certain advances of money to Debtor (the "**Loans**") in the amounts and manner set forth in those certain Subordinated Secured Convertible Promissory Notes dated as of the date hereof executed by Debtor in favor of each Secured Party and such other Subordinated Secured Convertible Promissory Notes which may be executed by Debtor in favor of each Secured Party after the date hereof (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and among Debtor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**"). Each Secured Party is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Debtor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that Security Agreement dated as of the date hereof by and among Debtor, the Secured Parties and the Collateral Agent (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Debtor has granted to Secured Parties a security interest in all right, title and interests of Debtor in and to all of Debtor's tangible and intangible assets, including the Intellectual Property Collateral (as defined below). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

C. This Intellectual Property Security Agreement is subject to the intercreditor agreement in Section 9 of the Purchase Agreement.

AGREEMENT

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 Notes, the Purchase Agreement and the Security Agreement and the other Transaction Documents, Debtor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Transaction Documents and under all other agreements now existing or hereafter arising between Debtor and the Secured Parties, Debtor hereby grants to each Secured Party, a security interest in and lien on, and confirms and ratifies the grant and lien on, all of Debtor's right, title and interest in and to the Intellectual Property of Debtor (including without limitation those listed on Schedule A (Copyrights), Schedule B (Patents), Schedule C (Trademarks) and Schedule D (Mask Works) attached hereto, and including without limitation (i) all license fees, royalty fees and other proceeds and income in any form from the manufacture, license, sale, distribution or use of the Intellectual Property, (ii) all goodwill associated with the Intellectual Property, (iii) all continuations, renewals, divisions, extensions, continuations-in-part, reexaminations and reissues of the Intellectual Property, and (iv) all rights to sue and other claims by Debtor for past, present or future infringement of, or dilution of, or other damages to the goodwill of, the Intellectual Property.

Debtor agrees to notify Collateral Agent as promptly as practicable, and in any event within 20 days, of its registration, acquisition or adoption of any Copyright, Patent, Trademark or mask work not listed on Schedules A-D. Debtor agrees to execute and deliver, at Debtor's expense, any security agreements, assignments, mortgages or other documents or filings necessary to preserve and perfect the Secured Parties' liens on such Intellectual Property. Debtor agrees to record with all appropriate agencies or authorities such documents and other instruments as Collateral Agent deems, in its reasonable judgment, necessary or advisable to preserve and perfect the Secured Parties' liens on the Intellectual Property.

This security interest is granted in connection with the security interest granted under the Security Agreement. Debtor acknowledges that Debtor's rights and remedies with respect to its security interest in the Intellectual Property Collateral are in addition to those provided in the Security Agreement, the Note, and the other Transaction Documents and any other remedies available at law or equity. Each right, power and remedy of each Secured Party provided for herein or in the Security Agreement or any of the Transaction 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 any Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including such Secured Party, of any or all other rights, powers or remedies. This agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules.

The Secured Parties' security interest in the Intellectual Property Collateral is subject to and can be terminated only in accordance with the terms of the Security Agreement.

Debtor represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property rights in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

* * * * *

Date: October 31, 2005

ZEBRA IMAGING, INC.,
a Texas corporation

By: 

Name: Robin L. Curle

Title: Pres. CEO Chairman

ADDRESS:

9801 Metric Blvd., Suite 200
Austin, Texas 78758
Fax: (512) 251-5123
Attention: Robin Curle, President & CEO

ACCEPTED:

Date: October 31, 2005

SIERRA VENTURES VIII-A, L.P.
as Collateral Agent and Secured Party

BY 

Name: David C. Schwab

Title: Manager

on behalf of Sierra Ventures Associates VIII, LLC
the General Partner of Sierra Ventures VIII-A, L.P.

ADDRESS:

2884 Sand Hill Road, Suite 100

Menlo Park, California 94025

Attention: David Schwab

[Counterpart Signature Page to IP Security Agreement]

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TRADEMARK
REEL: 003186 FRAME: 0643

SIERRA VENTURES VIII-B, L.P.

By: 

Name: David C. Schwab

Title: Manager

on behalf of Sierra Ventures Associates VIII, LLC the
General Partner of Sierra Ventures VIII-B, L.P.

**SIERRA VENTURES ASSOCIATES VIII,
LLC,**

as nominee for its members

By: 

Name: David C. Schwab

Title: Manager

SIERRA VENTURES VII, L.P.

By: 

Name: David C. Schwab

Title: Manager

on behalf of Sierra Ventures Associates VII, LLC
the General Partner of Sierra Ventures VII, L.P.

**SIERRA VENTURES ASSOCIATES VII,
LLC,**

as nominee for its members

By: 

Name: David C. Schwab

Title: Manager

VOYAGER CAPITAL FOUNDERS FUND II, LP

By: Voyager Capital Management II, LLC, its general partner

By: [Signature]
Name: ENRIQUE G. GONZALEZ
Title: MANAGING DIRECTOR

VOYAGER CAPITAL FUND II, LP

By: Voyager Capital Management II, LLC, its general partner

By: [Signature]
Name: ENRIQUE G. GONZALEZ
Title: MANAGING DIRECTOR

VOYAGER CAPITAL FUND II-A, LP

By: Voyager Capital Management II, LLC, its general partner

By: [Signature]
Name: ENRIQUE G. GONZALEZ
Title: MANAGING DIRECTOR

James Leininger

Henry James

William Shulevitz

[Counter part Signature Page to IP Security Agreement]

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**VOYAGER CAPITAL FOUNDERS FUND II,
LP**

By: Voyager Capital Management II, LLC, its
general partner

By: _____
Name: _____
Title: _____

VOYAGER CAPITAL FUND II, LP

By: Voyager Capital Management II, LLC, its
general partner

By: _____
Name: _____
Title: _____

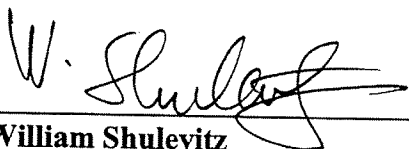
VOYAGER CAPITAL FUND II-A, LP

By: Voyager Capital Management II, LLC, its
general partner

By: _____
Name: _____
Title: _____

James Leininger

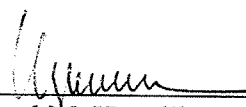
Henry James



William Shulevitz

NUEVO PRIVATE EQUITIES, L.P.

By: WMH Management, L.L.C., its general partner

By:  _____

Name: Willard M. Hanzlik

Title: President

**SPAULDING INVESTMENT LIMITED
PARTNERSHIP**

By: CAS Investment, LLC, a general partner

By: _____

Name: Charles A. Spaulding

Title: President

By: SSS Investment, LLC, a general partner

By: _____

Name: Susan S. Spaulding

Title: President

NUEVO PRIVATE EQUITIES, L.P.

By: WMH Management, L.L.C., its general partner

By: _____

Name: Willard M. Hanzlik

Title: President

**SPAULDING INVESTMENT LIMITED
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Name: Charles A. Spaulding

Title: President

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By: 

Name: Susan S. Spaulding

Title: President

NUEVO PRIVATE EQUITIES, L.P.

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By: _____

Name: Willard M. Hanzlik

Title: President

SPAULDING INVESTMENT LIMITED PARTNERSHIP

By: CAS Investment, LLC, a general partner

By: _____

Name: Charles A. Spaulding

Title: President

By: SSS Investment, LLC, a general partner

By: _____

Name: Susan S. Spaulding

Title: President



Nicholas Negroponte

EXHIBIT A

COPYRIGHTS

The Company has no registered copyrights but relies upon U.S. copyright law protection for works created or owned by the Company.

EXHIBIT B

PATENTS

ISSUED U.S. PATENTS

Pat. No.	S/N	Title
6,900,904	09/498,429	Distributed System for Producing Holographic Stereograms . . .
6,894,815	10/154,497	Reference Beam Absorber/Deflector
6,868,177	10/036,814	Efficient Block-Transform Including Pre-Processing and Post-Processing
6,859,293	10/691,041	Active Digital Hologram Display
6,806,982	10/167,759	Pulsed- Laser Systems and Method for Producing Holographic Stereograms
6,795,241	09/457,013	Dynamic Scalable Full Parallax Three-Dimensional Electronic Display
6,710,900	09/694,239	Holograms Exposed and Processed on Plastic Substrates
6,665,100	09/636,112	Autostereoscopic three dimensional display using holographic projection
6,661,548	10/008,187	Method and apparatus for recording one-step, full-color, full-parallax, holographic
6,631,016	09/908,828	Full-parallax holographic stereograms on curved substrates
6,614,565	09/504,730	System and method for producing and displaying a one-step, edge-lit hologram
6,549,308	09/760,097	Unibiased light field models for rendering and holography
6,512,609	09/636,105	System and method for correcting projection distortions in a hologram producing system
6,509,983	09/782,125	System and method for adjusting recording laser beam polarization
6,407,833	09/746,609	System and method for producing and displaying a one-step, edge-lit hologram
6,407,832	09/917,898	Light source following optical system for hologram illumination
6,369,920	09/636,118	Reference beam deflecting element for recording a hologram
6,366,370	09/474,361	Rendering methods for full parallax autostereoscopic displays
6,330,088	09/098,581	Method and apparatus for recording one-step, full-color, full-parallax, holographic . . .
6,323,971	09/694,463	Hologram incorporating a plane with a projected image
6,268,942	09/395,461	Segmented display system for large, continuous autostereoscopic images
6,266,167	09/195,137	Apparatus and method for replicating a hologram using a steerable beam
6,088,140	09/019,449	Segmented display system for large, continuous autostereoscopic images

PENDING U.S. NON-PROVISIONAL APPLICATIONS

S/N	File Date	Title
09/957,787	09/21/01	Light-Emitting Diode Hologram Illuminators
10/014,681	12/11/01	Method And Apparatus For Recording One-Step, Full-Color, Full-Parallax . . .
10/058,710	01/28/02	Rendering Methods For Full Parallax Autostereoscopic Displays
10/251,931	09/20/02	Distortion Correcting Rendering Techniques for Autostereoscopic Displays
10/980,672	10/22/03	Rapid-Update Holographic Display
10/899,365	07/26/04	Integration of Digital Holograms with a Haptic Interface . . .
10/963,054	10/12/04	Systems and Methods for Producing Wide Field of View of Holographic Displays
10/881,889	06/12/02	Pulsed-Laser Systems And Method For Producing Holographic Stereograms
11/054,839	02/10/05	Deposition of Photosensitive Media for Digital Hologram Recording
11/080,094	10/19/01	Efficient Block Transform Including Pre-Processing and Post-Processing
11/139,010	02/04/00	Distributed System For Producing Holographic Stereograms On-Demand . . .

EXHIBIT B

PATENTS (cont.)

PENDING PCT APPLICATIONS:

S/N	File Date	Title
PCT/US04/23851	10/12/04	Integration of Digital Holograms with a Haptic Interface . . .
PCT/US05/04863	02/10/05	Deposition of Photosensitive Media for Digital Hologram Recording

PENDING EUROPEAN APPLICATIONS:

S/N	File Date	Title
99931843.9	6/21/99	Apparatus And Method Of Replicating A Hologram Using A Steerable Beam
99933531.8	6/21/99	Method And Apparatus For Recording One-Step, Full-Color, Full-Parallax . . .
02794056.8	11/26/02	Pulsed-Laser Systems And Method For Producing Holographic Stereograms
03796353.5	10/22/03	Rapid-Update Holographic Display

PENDING JAPANESE APPLICATIONS:

S/N	File Date	Title
2000-582853	6/21/99	Apparatus And Method Of Replicating A Hologram Using A Steerable Beam
2000-582854	6/21/99	Method And Apparatus For Recording One-Step, Full-Color, Full-Parallax . . .
2003-549996	11/26/02	Pulsed-Laser Systems And Method For Producing Holographic Stereograms
2005-501658	10/22/03	Rapid-Update Holographic Display

EXHIBIT C
TRADEMARKS

A. U.S. Registered Marks.

<u>S/N</u>	<u>Reg. Number</u>	<u>Filing Date</u>	<u>Word Mark</u>
76166658	2774440	November 15, 2000	ZEBRA IMAGING
76164862	2623445	November 13, 2000	ZEBRA IMAGING
76164826	2729878	November 15, 2000	ZEBRA IMAGING
75871023	2687765	December 13, 1999	Z ZEBRA IMAGING
75764474	2387590	July 30, 1999	ZEBRA IMAGING
75607268	2367855	December 17, 1998	ZEBRA IMAGING

B. Domain Names.

www.zebraimaging.com

EXHIBIT D
MASK WORKS

Description

Registration/Application #

Registration/Application Date