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
CORNICE, INC.		11/30/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HERCULES TECHNOLOGY GROWTH CAPITAL, INC.
Street Address:	525 University Avenue
Internal Address:	Suite 700
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2863743	CORNICE
Registration Number:	2973205	C CORNICE

CH $65.00 2863743

CORRESPONDENCE DATA

Fax Number:	(858)550-6420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305866-109 INC FILING
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/

Date:	12/05/2005

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2005 by and between **HERCULES TECHNOLOGY GROWTH CAPITAL, INC.**, a Maryland corporation (“**Lender**”) and **CORNICE, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

Lender 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 Senior Term Loan and Security Agreement by and between Lender and Grantor (as amended from time to time, the “**Loan Agreement**”) dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor’s obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor’s right, title and interest in Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

1951 S. Fordham Street, Suite 105
Longmont, CO 80503
Attn: Camillo Martino/Craig Lamborn

CORNICE, INC.

By:____________________

Title:____________________

Address of Lender:

525 University Avenue, Suite 700
Palo Alto, CA 94301

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:

Title: Chief Legal Officer

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Address of Borrower:

1951 S. Fordham Street, Suite 105
Longmont, CO 80503
Attn: Camillo Martino/Craig Lamborn

CORNICE, INC.

By:
Title: CFO

Address of Lender:

525 University Avenue, Suite 700
Palo Alto, CA 94301

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:
Title:

EXHIBIT A

COPYRIGHTS

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
None.		

EXHIBIT B

PATENTS/PATENT APPLICATIONS

1. Patent No. 6,791,799 regarding Digital Device Configuration filed December 6, 2002, issued September 14, 2004; Serial No. 10/313,550.
2. Patent No. 6,831,830 regarding Digital Storage Element in a Host Device and Method filed March 20, 2002, issued December 14, 2004; Serial No. 10/103,057.
3. Patent No. 6,956,738 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed February 11, 2004, issued 05/18/2005; Serial No. 10/777,605.
4. Utility Patent Application No. 09/952,998 regarding Digital Device Configuration and Method filed September 14, 2001.
5. Utility Patent Application No. 11/100,743 regarding Digital Device Configuration and Method filed April 7, 2005.
6. Utility Patent Application No. 11/100,744 regarding Digital Device Configuration and Method filed April 7, 2005.
7. Utility Patent Application No. 11/100,658 regarding Digital Device Configuration and Method filed April 7, 2005.
8. Utility Patent Application No. 11/100,657 regarding Digital Device Configuration and Method filed April 7, 2005.
9. International (EPO) Patent Application No. 02798950.8 regarding Digital Device Configuration and Method filed September 12, 2002.
10. International (Hong Kong) Patent Application filing regarding Digital Device Configuration and Method filed May 27, 2004.
11. International (Japan) Patent Application No. 2003-529465 regarding Digital Device Configuration and Method filed September 12, 2002.
12. International (Singapore) Patent Application No. 200401369-4 regarding Digital Device Configuration and Method filed September 12, 2002.
13. International (Korea) Patent Application No. 10-2004-7003841 regarding Digital Device Configuration and Method filed September 12, 2002.
14. Provisional Patent Application No. 60/466,221 regarding Digital Device Configuration and Method filed April 28, 2003. (Priority claimed to this Provisional in USSN 10/447,544).
15. Utility Patent Application No. 10/447,544 regarding Digital Device Configuration and Method filed May 28, 2003.
16. Utility Patent Application No. 11/073,969 regarding Digital Device Configuration and Method filed March 7, 2005.
17. Utility Patent Application No. 11/074,154 regarding Digital Device Configuration and Method filed March 7, 2005.
18. Utility Patent Application No. 11/074,365 regarding Digital Device Configuration and Method filed March 7, 2005.
19. Utility Patent Application No. 11/074,104 regarding Digital Device Configuration and Method filed March 7, 2005.
20. Utility Patent Application No. 11/074,105 regarding Digital Device Configuration and Method filed March 7, 2005.
21. International Patent Application No. PCT/US2004/012554 regarding Digital Device Configuration and Method filed April 23, 2004. (This PCT case is being abandoned)
22. International (Taiwan) Patent Application No. 93111691 regarding Digital Device Configuration and Method filed April 27, 2004.
23. Utility Patent Application No. 11/118,164 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed April 28, 2005.
24. International (EPO) Patent Application No. 03716508.1 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2004.
25. International (Hong Kong) Patent Application No. 04110183.2 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed December 23, 2004.
26. International (Korea) Patent Application No. 10-2004-7014815 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.

27. International (Japan) Patent Application No. 2003-579461 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.
28. International (Singapore) Patent Application No. 200405112-4 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.

EXHIBIT C

TRADEMARKS/TRADEMARK APPLICATIONS

1. Canada Trademark Registration Application No. 1,211,472 for the word mark CORNICE, filed on March 30, 2004.
2. China Trademark Registration Application No. 4054327 for the word mark CORNICE, filed on May 9, 2004.
3. CTM Registered Trademark No. EC003721362 for the word mark CORNICE, dated July 18, 2005.
4. Hong Kong Registered Trademark No. 300181179 for the word mark CORNICE, dated March 19, 2004.
5. India Trademark Registration Application No. 1274881 for the word mark CORNICE, dated March 25, 2004.
6. Japan Registered Trademark No. 4812790 for the word mark CORNICE, dated October 22, 2004.
7. Singapore Registered Trademark No. T04/04395G for the word mark CORNICE, dated March 22, 2004.
8. South Korea Trademark Registration Application No. 40-2004-12795 for the word mark CORNICE, filed on March 22, 2004.
9. Taiwan Trademark Registration Application No. 093013467 for the word mark CORNICE, filed on March 26, 2004.
10. United States Registered Trademark No. 2,863,743 for the word mark CORNICE, dated July 13, 2004.
11. United States Registered Trademark No. 2,973,205 for the word mark CORNICE along with a stylized design feature, dated July 19, 2005.