

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 16, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Ampro Computers, Inc., ("Grantor") is made with reference to the Business Financing Agreement, dated as of May 16, 2005 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

AMPRO COMPUTERS, INC.

By: William D Baker
Name: WILLIAM D BAKER
Title: VPE, CFO

Address for Notices:

5215 Hellyer Avenue, Suite 110

San Jose, CA 95138

Tel: 408-360-4370

Fax: 408-578-5808

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notices:

Attn: Mike Field

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 556-6501

Fax: (408) 423-8510

EXHIBIT A
COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

MS
8/22/05

EXHIBIT B
TRADEMARKS

Description

Registration/
Application
Number

Registration/
Application
Date

ms
~~XXXX~~ (STYLIZED LETTERS)

Ampro

1,619,695

10/30/90

ms
8/2/05

EXHIBIT C
PATENTS

Description

Registration/Application
Number

Registration/
Application
Date

~~###~~ MJB
9/8/05

PCB /complex electronic
Subsystem model

6,587,989

7/1/2003 GRANT
9/14/2001 FILED

MJB
9/8/05