11-01-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

EPARTMENT OF COMMERCE
es Patent and Trademark Office

10-28-05

RECORD TRADEMARK

103111197

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Ampro Computers, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: California
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bridge Bank, National Association
Internal Address:
Street Address: 55 Almaden Blvd.
City: San Jose
State: CA
Country: United States Zip: 95113

☑ Association Citizenship United States
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) May 16, 2005

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,619,645

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

AMPRO (Stylized Letters)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bridge Bank, National Association
Internal Address:
Street Address: 55 Almaden Blvd.
City: San Jose
State: CA Zip: 95113
Phone Number: 408-556-8300
Fax Number: 408-423-8510
Email Address:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ ~~250~~ 40.-

☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature: 10/11/05

Signature Date

Jennifer Acevedo
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

10/31/2005 DBYRNE 00000031 1619645
01 FC:8521 40.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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.

TRADEMARK
REEL: 003244 FRAME: 0087

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: VP & 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		

MD 8/22/05

EXHIBIT B

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
[redacted] (STYLIZED LETTERS) Ampro	1,619,645	10/30/90

8/22/05

EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/ Application Date
PCB /complex electronic subsystem model	6,587,989	7/1/2003 GRANT 9/14/2001 FILED

9/8/05

9/8/05