

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
Trestle Acquisition Corp.		02/27/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clariant, Inc.		
Street Address:	33171 Paseo Corveza		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3047525	TRESTLE	
Serial Number:	76572689	TRESTLE	
Serial Number:	78684118		
Serial Number:	78684018	XCELLERATOR	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7145401235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	037739-0012 TRESTLE TMS		
NAME OF SUBMITTER:	Patricia A. Conner		

OP \$115.00 3047525

Signature:

/Patricia A. Conner/

Date:

02/28/2006

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of February 27, 2006 by and between by and between CLARIANT, INC., a Delaware corporation ("Lender"), and TRESTLE ACQUISITION CORP., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loan") to Trestle Holdings, Inc., a Delaware corporation ("Borrower") in the amount and manner set forth in that certain Bridge Loan and Security Agreement dated as of February 27, 2006 by and between Lender, Borrower and Guarantors (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. Lender is willing to make the Loan to Borrower, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of its copyrights, trademarks and patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, including, without limitation, all of its copyrights, trademarks and patents.

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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Borrower and Lender, Grantor assigns to Lender for security purposes, and grants and pledges to Lender, 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 and trademarks listed on **Schedules A, B and C** hereto), together with the goodwill of the businesses associated with the Trademarks, 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, re-examinations, divisions continuations, renewals, termination rights, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of

law or equity. Each right, power and remedy of Lender 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 Lender of any one or more of the rights, powers or remedies provided for in this 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 or entity, including Lender, of any or all other rights, powers or remedies.

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

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which counterparts together shall constitute one and the same instrument.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS, EXCEPT TO THE EXTENT GOVERNED BY FEDERAL LAW, IN WHICH CASE FEDERAL LAW SHALL APPLY.

This Agreement may not be amended, supplemented or modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by both Lender and Grantor.

Grantor may not assign its rights or obligations under this Agreement or otherwise encumber or hypothecate its Intellectual Property Collateral without the consent of Lender. This Agreement shall be binding upon and inure to the benefit of Lender and Grantor and their respective successors and permitted assigns.

[Signatures on Next Page]

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

GRANTOR:

LENDER:

TRESTLE ACQUISITION CORP.

CLARIANT, INC.

By:  _____

By: _____

Name: Barry Hall _____

Name: _____

Title: PRESIDENT & CEO _____

Title: _____

Trestle Acquisition Corp.
199 Technology Drive, Suite 105
Irvine, California 92618
FAX: (949) 673-1058

Clariant, Inc.
33171 Paseo Corveza
San Juan Capistrano, California 92675
FAX: (949) 443-3366

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

GRANTOR:

LENDER:

TRESTLE ACQUISITION CORP.

CLARIANT, INC.

By: _____

By: RAC

Name: _____

Name: Ron Andrews

Title: _____

Title: President : CEO

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FAX: (949) 443-3366

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On the 9TH day of FEBRUARY, 2006, before me, ALLEN SARKISSIAN, a notary public, personally appeared BARRY W. HALL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.



Notary Public

My commission expires MAR, 30, 2006



STATE OF [CA])

COUNTY OF Orange) SS

On the 27 day of January, 2006, before me Christine Marie Baker, a notary public, personally appeared Ron Andrews, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Christine Marie Baker
Notary Public

My commission expires:



SCHEDULE A

Registered Copyrights

None.

SCHEDULE B

Issued Patents

Patent No.	Issue Date	Title
6,606,413	08/12/2003	Compression Packaged Image Transmission for Telemicroscopy
6,798,571	09/25/2004	System for Microscopic Digital Montage Imaging Using a Pulse Light Illumination System
6,816,606	11/09/2004	Method for Obtaining High Quality Focus During High Throughput, Microscopic Digital Montage Imaging
6,993,169	01/31/2006	A System and Method for Finding Regions of Interest for Microscopic Digital Montage Imaging

Pending Patent Applications



Serial Number	Filing Date	Title
09/919,452	07/31/2001	A System for Creating Microscopic Digital Montage Images
10/448,913	05/30/2003	Compression Packaged Image Transmission for Telemicroscopy
10/620,016	07/14/2003	Integrated Virtual Slide and Live Microscopy System
10/897,941	07/22/2004	System and Method for Generating Digital Images of a Microscope Slide
11/211,405	UNPUBLISHED	UNPUBLISHED
11/218,073	UNPUBLISHED	UNPUBLISHED
11/221,331	09/06/2005	A System an Method for Finding Regions of Interest for Microscopic Digital Montage Imaging
11/258,803	UNPUBLISHED	UNPUBLISHED
11/334,138	UNPUBLISHED	UNPUBLISHED
PCT/US06/02074	UNPUBLISHED	UNPUBLISHED
11/348,768	UNPUBLISHED	UNPUBLISHED

SCHEDULE C

Registered Trademarks

Registration Number	Description	Class
3,047,525	TRESTLE	International Class 09

Pending Trademark Applications

Trademark	App. No. App. Date
	76/572,689 January 26, 2004
	78/684,118 August 2, 2005
XCELLERATOR	78/684,018 August 2, 2005