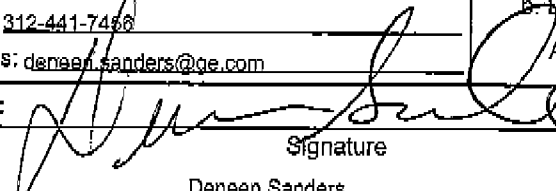


Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): Syntricity, Inc. 6020 Cornerstone Court West Suite 220 San Diego, CA 92121</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>California</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>General Electric Capital Corporation</u> Internal _____ Address: _____ Street Address: <u>201 Merrit 7</u> City: <u>Chicago</u> State: <u>IL</u> Country: <u>USA</u> Zip: <u>06851</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>Delaware</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance /Execution Date(s) :</p> <p>Execution Date(s) <u>April 3, 2006</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,457,569; 2,660,037; 2,603,407</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</p>
<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>General Electric Capital Corporation</u> Internal Address: <u>c/o Deneen Sanders</u> Suite <u>16-307</u> Street Address: <u>500 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u> Phone Number: <u>312-441-7447</u> Fax Number: <u>312-441-7456</u> Email Address: <u>deneen.sanders@ge.com</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p>
<p>9. Signature:  _____ Signature _____ Name of Person Signing</p>	<p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers <u>2025</u> Expiration Date <u>04/08</u></p> <p>b. Deposit Account Number _____ Authorized User Name _____</p> <p style="text-align: right;">Date <u>April 28, 2006</u></p> <p>Total number of pages including cover sheet, attachments, and document: 14</p>

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

OP \$90.00 2457569

EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Intellectual Property Security Agreement"), dated April 3, 2006, is made by SYNTRICITY, INC., a California corporation ("Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Lender under the Credit Agreement described below ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof, by and among Grantor and Lender (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lender has agreed to make the Loan and to make other financial accommodations to the Grantor as Borrower thereunder; and

WHEREAS, Grantor directly or indirectly benefit from the credit facilities made available to it under the Credit Agreement and in order to induce Lender to enter into the Credit Agreement and Other Agreements and to induce Lender to make the Loan and other financial accommodations as provided for in the Credit Agreement, Grantor desires to grant a continuing Lien on the Intellectual Property Collateral to Lender to secure all of the Borrower's Liabilities;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Borrower's Liabilities, Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Lender a continuing first priority security interest in and lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of Grantor and whether owned or consigned by or to, or licensed from or to, Grantor (collectively, the "Intellectual Property Collateral"):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

TRADEMARK

REEL: 003300 FRAME: 0614

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (A) infringement or dilution of any Patent or Patent licensed under any Patent License, (B) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (C) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (D) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (E) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (F) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Borrower's Liabilities and in order to induce Lender as aforesaid, Grantor hereby grants to Lender a right of setoff, against the property of Grantor held by Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Lender, for any purpose, including safekeeping, collection or pledge, for the account of Grantor, or as to which Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements required under the Credit Agreement, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable and the filing of appropriate financing statements required under the Credit Agreement, all action necessary or otherwise requested by Lender to protect and perfect Lender's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to Lender pursuant to the Credit Agreement. In addition to any representations and warranties contained herein, Grantor hereby acknowledges and affirms the representations and warranties made to Lender with respect to the Intellectual Property Collateral made in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. In addition to the covenants contained herein, Grantor hereby acknowledges and affirms the covenants of Grantor with respect to the Intellectual Property Collateral in the Credit Agreement, the terms and provisions of which are incorporated herein as if fully set forth herein.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Borrower's Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Borrower's Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Borrower's Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address set forth in the Credit Agreement (or such other address as may be substituted by notice given in the manner required by the Credit Agreement), and given in the manner required by the Credit Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the date on which all Borrower's Liabilities are indefeasibly paid in full, in cash, and Borrower shall have no further right to borrow any moneys or obtain other credit extensions or financial accommodations under the Credit Agreement or any Other Agreements.

9. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Intellectual Property Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Intellectual Property

Security Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Intellectual Property Security Agreement.

10. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Intellectual Property Security Agreement with its counsel.

11. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SYNTRICITY, INC., as Grantor

By: Clara Leonida
Name: Clara Leonida
Title: CFO

Acknowledged and Agreed

GENERAL ELECTRIC CAPITAL CORPORATION, as Lender

By: Michael Coyle
Name: MICHAEL COYLE
Its: Duly Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
US Patent No. 6,513,043		
Issued January 28, 2003		
System and Method For Storing, Retrieving and Analyzing Characterization Data		
ROC (Taiwan) Patent No. 1230873		
Issued April 11, 2005		
System and Method For Storing, Retrieving and Analyzing Characterization Data		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
System and Method for Sending a Message to a Server Through a Communication Network		
Application No. 09/544,765		
Filed April 7, 2000		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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*Privileged & Confidential
Attorney Client Communication
Attorney Work Product*

SYNTRICITY, INC.
Trademark Status Chart
April 2006

TRADEMARK/ COUNTRY	FILING DATE/ SERIAL NO.	REG. DATE/ REG. NO.	INTERNATIONAL INT. CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
UNITED STATES					
DATACONDUCTOR	May 23, 1997 75/297,034	June 5, 2001 2,457,569	<i>Int'l Class 9:</i> Computer software for analyzing and presenting data in connection with the design and development of integrated circuits	REGISTERED	File Section 8 Affidavit between June 5, 2006 and June 5, 2007
SYNTRICITY	December 17, 1999 75/876,477	December 10, 2002 2,660,037	<i>Int'l Class 9:</i> Computer software for the development, manufacture and optimization of products in the semiconductor and computer electronics industries	REGISTERED	File Renewal by June 5, 2011 File Section 8 Affidavit between December 10, 2007 and December 10, 2008
SYNTRICITY	December 17, 1999 75/876,479	August 6, 2002 2,603,407	<i>Int'l Class 42:</i> Consulting and application hosting services in connection with the development, manufacture and optimization of products in the semiconductor and computer electronics industries	REGISTERED	File Renewal by December 10, 2012 File Section 8 Affidavit between August 6, 2007 and August 6, 2008
EUROPEAN UNION					
DATACONDUCTOR	June 16, 2000 1,711,050	September 20, 2001 1,711,050	<i>Int'l Class 9:</i> Computer software for the development, manufacture and optimization of products in the semiconductor and other electronics industries <i>Int'l Class 35:</i> Advertising and business services management consulting; business consulting; business process management and consulting; marketing consulting; business advice assistance and consulting in relation to the	REGISTERED	Check use: September 20, 2006 File Renewal by June 16, 2010

TRADEMARK

SYNTRICITY, INC.
Trademark Status Chart
April 2006

TRADEMARK/ COUNTRY	FILING DATE/ SERIAL NO.	REG. DATE/ REG. NO.	INTERNATIONAL INT. CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
SYNTRICITY	June 16, 2000 1,711,159	September 20, 2001 1,711,159	<p>development, manufacture and optimization of products; compiling marketing data for others; dissemination of advertising for others via the Internet or other electronic communications networks; procurement services; accounting services; providing information in the fields of management consulting, business consulting accounting, and finance...</p> <p><i>Int'l Class 42:</i> Consulting and application hosting services relating to the development, manufacture and optimization of products; consulting, design, testing, research analysis, technical support and other technical and advisory services, all relating to manufacturing...</p> <p><i>Int'l Class 9:</i> Computer software; computer hardware, electronic printing equipment; data, information and documents, all being electronically recorded and downloadable from a computer network or the Internet.</p> <p><i>Int'l Class 35:</i> Advertising and business services; management consulting; business consulting; business process management and consulting; marketing consulting; business advice, assistance and consulting in relation to the development, manufacture and optimization of products; compiling marketing data for others; dissemination of advertising for others via the Internet or other electronic communications networks; information technology consulting; procurement services; accounting services; providing information in the fields of management consulting, business consulting, accounting, and finance...</p> <p><i>Int'l Class 42:</i> Consulting and application hosting services relating to the development, manufacture and optimization of products; consulting, design, testing, research, analysis, technical support and other technical and advisory services, all relating to manufacturing...</p>	REGISTERED	Check Use: September 20, 2006 File Renewal by June 16, 2010

SYNTRICITY, INC.
Trademark Status Chart
April 2006

TRADEMARK/ COUNTRY	FILING DATE/ SERIAL NO.	REG. DATE/ REG. NO.	INTERNATIONAL INT. CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
JAPAN					
DATACONDUCTOR	June 20, 2000 2000-68428	July 19, 2001 4492763	<i>Int'l Class 9:</i> Designated Goods/Services: Electronic circuits/magnetic disks/magnetic tapes/optical disks/magneto-optical disks/CD-ROM in which are recorded computer programs for analysing and presenting data in connection with the design and development of integrated circuits; All other electronic machines and instruments & their parts and fittings; Electrical communication apparatus and instruments; Physical or chemical apparatus/instruments; Measuring apparatus/instruments; Electrical distribution or control machines/instruments; Rotary converters; Phase modifiers; Batteries; Electric or magnetic measuring machines/instruments; Electric wires/cables; Photographic apparatus/instruments; Cinematographic apparatus/instruments; Optical apparatus/instruments; Spectacles; Processed glass (not for buildings); Life saving apparatus & equipment; Audio encoded magnetic cards/magnetic sheets/magnetic tapes/optical disks/magneto-optical disks; Audio encoded compact disks; All other records; Metronomes; Ozonisers (ozonators); Electrolysers; Rockets; Electronic circuits/magnetic disks/magnetic tapes/optical disks/magneto-optical ...	REGISTERED	File Renewal by July 19, 2011
SYNTRICITY	June 16, 2000 2000-67209	February 1, 2002 4540254	<i>Int'l Class 9:</i> Electronic circuits/magnetic disks/magnetic tapes/optical disks/magneto-optical disks/CD-ROM in which are recorded computer programs for the development, manufacture and optimization of products in the semiconductor and other electronics industries; All other electronic machines and instruments & their parts and fittings; Electrical communication apparatus and instruments...	REGISTERED	File Renewal by February 1, 2012

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SYNTRICITY, INC.
Trademark Status Chart
April 2006

TRADEMARK/ COUNTRY	FILING DATE/ SERIAL NO.	REG. DATE/ REG. NO.	INTERNATIONAL INT. CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
SOUTH KOREA					
SYNTRICITY	June 16, 2000 2000-2929	October 5, 2001 3838	<i>Int'l Class 42:</i> Designated Goods/Services: Consulting and application hosting services in connection with the development, manufacture and optimization of products in the semiconductor and other electronics industries; Design, creation(programming) and maintenance of computer programs; Leasing access time to computer databases;...	REGISTERED	File Renewal by October 5, 2011
MALAYSIA					
DATACONDUCTOR	June 23, 2000 2000-08199	N/A	<i>Int'l Class 9:</i> Computer software for analyzing and presenting data in connection with the design and development of integrated circuits	PENDING	Confirm receipt of Notice of Publication May 16, 2006
SYNTRICITY	December 17, 1999 2000-07779	February 22, 2003 200007779	<i>Int'l Class 9:</i> Computer software for the development, manufacture and optimization of products in the semiconductor and other electronics industries	REGISTERED	Check Use: December 17, 2005 File Renewal by December 17, 2012
SYNTRICITY	December 17, 1999 2000-07778	February 17, 2003 200007778	<i>Int'l Class 42:</i> Consulting and application hosting services in connection with the development, manufacture and optimization of products in the semiconductor and other electronics industries	REGISTERED	Check Use: December 17, 2005 File Renewal by December 17, 2012

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 Attorney Client Communication
 Attorney Work Product

SYNTRICITY, INC.
Trademark Status Chart
 April 2006

TRADEMARK/ COUNTRY	FILING DATE/ SERIAL NO.	REG. DATE/ REG. NO.	INTERNATIONAL INT. CLASS/ DESCRIPTION OF GOODS AND SERVICES	CURRENT STATUS	NEXT ACTION DUE
SINGAPORE					
SYNTRICITY	August 5, 2004 T04/12814F	April 6, 2005 T04/12814F	<i>Int'l Class 9:</i> Computer software for the development, manufacture and optimization of products in the semiconductor and computer electronics industries	REGISTERED	Check Use: April 6, 2010 File Renewal by August 5, 2014
DATACONDUCTOR	August 6, 2004 T04/13108B	February 24, 2005 T04/13108B	<i>Int'l Class 9:</i> Computer software for analyzing and presenting data in connection with the design and development of integrated circuits	REGISTERED	Check Use: February 24, 2010 File Renewal by August 6, 2014
TAIWAN					
DATACONDUCTOR	June 16, 2000 89034636	November 16, 2001 00970039	<i>Int'l Class 9:</i> Computer software for analyzing and presenting data in connection with the design and development of integrated circuits	REGISTERED	File Renewal by November 15, 2011
SYNTRICITY	June 16, 2000 89034639	October 16, 2001 965436	<i>Int'l Class 9:</i> Computer software for the development, manufacture and optimization of products in the semiconductor and other electronics industries	REGISTERED	File Renewal by October 15, 2011
SYNTRICITY	June 16, 2000 89034640	October 1, 2001 150130	<i>Int'l Class 42:</i> Consulting and application hosting services in connection with the development, manufacture and optimization of products in the semiconductor and other electronics industries	REGISTERED	File Renewal by September 30, 2011

TRADEMARK

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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