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ONLY

FINANCE SECTION

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

8-16-06

1. Name of conveying party(ies):

QUIET SOLUTION, LLC

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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: \_\_\_\_\_

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) JUNE 26, 2006

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

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)

Additional sheet(s) attached?  Yes  No

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

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: 29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 740.00

- 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 \_\_\_\_\_

00000015 71583064 40.00 DP 700.00 DP

9. Signature:

Signature

7/25/06  
Date

Jennifer Acevedo  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

08/17/2006 HJ/MAL

01 FD: 0581 02 FD: 0582

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

Quiet Solution, LLC

Patents & trademarks

Trademarks

Word Mark	Serial Number	Reg. Number	Filing Date	Registration Date	Mark Drawing Code
RELIEF	78583064		3/8/2005		
THERMAPROOF	78824826		2/28/2006		(4) STANDARD CHARACTER MARK
QUIETPUTTY	78641576		6/1/2005		(4) STANDARD CHARACTER MARK
SERENITY	78584028	3063459	3/9/2005	2/28/2006	(4) STANDARD CHARACTER MARK
QUIETHOME	78242240	3060875	4/25/2003	2/21/2006	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
ONE.EQUALS.EIGHT	78803549		1/31/2006		(4) STANDARD CHARACTER MARK
QUIET	78244008		4/30/2003		(4) STANDARD CHARACTER MARK
QUIETSEAM	78771647		12/12/2005		(4) STANDARD CHARACTER MARK
QUIETRF	78771628		12/12/2005		(4) STANDARD CHARACTER MARK
QUIETHOME	78499730		10/14/2004		(4) STANDARD CHARACTER MARK
QUIETHOME	78499142		10/13/2004		(4) STANDARD CHARACTER MARK
QUIETRUCK	78303222	3012068	9/21/2003	11/11/2005	(4) STANDARD CHARACTER MARK
QUIETGLASS	78723278		9/29/2005		(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIET WINDOW	78678639		7/26/2005		(4) STANDARD CHARACTER MARK
SOLITUDE	78584045		3/9/2005		(4) STANDARD CHARACTER MARK
QUIETGLUE	78335789	2965043	12/31/2003	7/5/2005	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIETSHIP	78282333	2868054	8/2/2003	7/27/2004	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIETROOM	78282331	2868053	8/3/2003	7/27/2004	(1) TYPED DRAWING
QUIETRAIL	78258678	2872864	6/8/2003	8/10/2004	(1) TYPED DRAWING
QUIETSEAL	78251301	2868043	5/19/2003	7/27/2004	(1) TYPED DRAWING
QUIETAIR	78251298	2868042	5/18/2003	7/27/2004	(1) TYPED DRAWING
QUIETBOAT	78244029	2868035	4/30/2003	7/27/2004	(1) TYPED DRAWING
QUIETCAR	78244023	2984941	4/30/2003	8/16/2005	(6) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIETFOAM	78241030	2978728	4/23/2003	7/26/2005	(1) TYPED DRAWING
QUIETTILE	78240178	2875713	4/21/2003	8/17/2004	(1) TYPED DRAWING
QUIETCOAT	78239799	2897165	4/19/2003	10/26/2004	(6) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIETWALL	78239796	3002598	4/19/2003	9/27/2005	(1) TYPED DRAWING
QUIETWOOD	78239604	2883274	4/18/2003	9/7/2004	(5) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM
QUIETROCK	78239496	2900787	4/18/2003	11/22/2004	(1) TYPED DRAWING

Quiet Solution, LLC  
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QUIETRF	78771628		12/12/2005		(4) STANDARD CHARACTER MARK
QUIETHOME	78499730		10/14/2004		(4) STANDARD CHARACTER MARK
QUIETHOME	78499142		10/13/2004		(4) STANDARD CHARACTER MARK
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QUIETROCK	78239496	2900767	4/18/2003	11/2/2004	(1) TYPED DRAWING

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 26, 2006 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and QUIET SOLUTION, LLC, a Delaware limited liability company ("Grantor") is made with reference to the Business Financing Agreement, dated as of June 26, 2006 (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:  
QUIET SOLUTION, LLC

LENDER:  
BRIDGE BANK, NATIONAL ASSOCIATION

By: 

By: 

Name: Kevin Sorce

Name: LEE SHODISS

Title: CEO

Title: SVP

Address for Notices:  
Attn: James McCormick  
1250 Elko Drive  
Sunnyvale, CA 94089  
Tel: (408) 541-8000  
Fax: (408) 715-2560

Address for Notices:  
Attn: Lee Shodiss  
55 Almaden Boulevard  
San Jose, CA 95113  
Tel: (408) 556-6502  
Fax: (408) 423-8510

**Lee A. Shodiss**  
**Senior Vice President & Manager**

EXHIBIT A

COPYRIGHTS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

TRADEMARKS

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

PATENTS

Description

Registration/Application  
Number

Registration/  
Application  
Date



**Quiet Solution, LLC**

**Patents & trademarks**

**Patent Application Published**

Acoustical sound Proofing Material and Methods for Manufacturing Same  
Application #: 10658814 Filing Date: 9/8/2003  
Publication #: US20050050846 Pub Date: 3/10/2005

**Patent Applications Pending**

Acoustical sound Proofing Material and Methods for Manufacturing Same  
Application #: PCT/US04/28114 Filing Date: 8/27/2004 PCT Filing M-15249  
Soundproof Assembly  
Application #: 10/996,509 Filing Date: 11/24/2004 M-15439  
Soundproof Assembly and Methods for Manufacturing Same  
Application #: 10/975,530 Filing Date: 10/27/2004 M-15440  
Acoustical Sound proofing Material and Methods for Manufacturing Same  
Application #: 10/938,051 Filing Date: 9/10/2004 M-15475  
Acoustical Ceiling Panels  
Application #: 11/040,043 Filing Date: 1/20/2005 M-15623  
Radio Frequency Wave Producing Material and Methods for Manufacturing Same  
Application #: 11/267,957 Filing Date: 11/4/2005 M-15624