

10-18-2006

U.S. DEPARTMENT OF

CORDATION FORM COVER SHEET

United States Patent and Trademark Office



TRADEMARKS ONLY

Trademark Office: Please record the attached documents or the new address(es) below.

Re 10-1-06

103323476

1. Name of conveying party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s): June 14, 2006

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: **Release**

2. Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **Reshape, Inc.**
Internal Address:

Street Address: 2077 Gateway Place Ste 300

City: San Jose
State: CA
Country USA
Zip: 95110

- Association Citizenship
- 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)

OFFICE OF PUBLIC RECORDS
2006 OCT 16 PM 2:19
FINANCE SECTION

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

A. Trademark Application No.(s)
75/446,280

B. Trademark Registration No.(s)
2,453,527

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

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **UT 300**
Street Address: **4750 West 2100 South 3rd Floor**
City: **Salt Lake City** State: **UT** ZIP: **84120**
Phone Number: **(801) 977-3613**
Fax Number: **(801) 973-7976**
Email Address: **amdc@svbank.com**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$0 (Already Collected)**
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None Required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

9/25/06
Date

Clint Heaps
Name of Person Signing

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

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

TRADEMARK
REEL: 003412 FRAME: 0678

2-27-06

03-01-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

REC



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

103187091

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

RE

1. Name of conveying party(ies):
Silicon Valley Bank
3003 Tasman Dr. HF-154
Santa Clara, CA 95054

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

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Reshape, Inc.**
Internal Address
Street Address: **2077 Gateway Place, Ste 300**
City: **San Jose**
State: **CA**
Country
Zip: **95110**

Association Citizenship
 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)

OFFICE OF PUBLIC RELATIONS
707 FEB 27 AM 10 13
FINANCE SECTION

3. Nature of conveyance/ Execution Date(s):
Execution Date(s): 02/15/2006

Assignment Merger
 Security Agreement Change of Name

Other: **RELEASE**

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

A. Trademark Application No.(s) 75/446,280	B. Trademark Registration No.(s) 2,453,527
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02/28/2006 DBYRNE 00000163 75446280

01 FC:8521 40.00 DP
02 FC:8522 25.00 DP

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**
Internal Address: **Loan Collateral HF154**
Street Address: **3003 Tasman Dr.**
City: **Santa Clara** State: **CA** ZIP: **95054**
Phone Number: **(408) 654-4042**
Fax Number: **(408) 654-6313**
Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$65.00
 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

9. Signature. Lana Lowe Signature (2/15/06) Date

Lana Lowe
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

TRADEMARK
REEL: 003412 FRAME: 0679

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Reshape, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, June 1, 2001 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on October 9, 2001 Reel 002385, Frame 0678.

Dated: February 15, 2006

SILICON VALLEY BANK

By: Maribel Higareda
Name: **Maribel Higareda**
Title: **Operations Supervisor**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 1, 2001 by and between SILICON VALLEY BANK ("Bank") and ReShape, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated June 1, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), 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, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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, including Bank, of any or all other rights, powers or remedies.

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


GRANTOR:

ReShape, Inc.

Address of Grantor:

625-A Clyde Avenue
Mountain View, CA 94043

Attn: _____

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: 

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

A.P.

M. S. Whitney

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attached

- Optimization of Abbreviated - Pin Hierarchical Physical Design

09/714,722

11/15/00

Docket #: RESH-001

Inventors: Dahl, P., Dickinson, B.,
Levine, M., Rodman, P.

- Method and system for automatically generating low level program commands as dependency graphs from high level physical design stages.

09/712,418

11/13/00

Docket #: RESH-002

Inventors: Dahl, P., Dickinson B., Levine, M.,
Patel, J., AD Rodman, P.

- Method and system for implementing a user interface for performing physical design operations on an integrated circuit netlist.

09/714,294

11/15/00

Docket #: RESH-003

Inventors: Dahl, P., Dickinson, B., Levine M.,
and Rodman, P.

TRADEMARK

REEL: 003412 FRAME: 0685

Reshape, Inc. Global Trademark Status Report

10-Jul-01

Country	Trademark	Classes	Filing Date	Application No.	Registration No.	Registration Date	Status	Case Number
United States of America	HOPPER	9	01-Feb-99	75/631,827			Abandoned	18525-TM1003
United States of America	RESHAPE	9	06-Mar-98	75/446,780			Allowed	18525-TM1001
United States of America	RESHAPE	42	22-Apr-98	75/472,162	2,453,527	22-May-01	Registered	18525-TM1002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None .

DJG