

## 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
Bridge Semiconductor Corporation		01/25/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	CrossHill Georgetown Capital, L.P.		
Street Address:	1825 K Street, N.W.		
Internal Address:	Suite 1450		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3018163	BRIDGE SEMICONDUCTOR	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Darren W. Collins		
Address Line 1:	2001 Ross Avenue; Suite 3000		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023203.0100		
NAME OF SUBMITTER:	Darren W. Collins		
Signature:	/Darren W. Collins/		

OP \$40.00 3018163

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REEL: 003469 FRAME: 0297

Date:

01/26/2007

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into effective as of January 25, 2007 by Bridge Semiconductor Corporation, a Pennsylvania corporation ("**Debtor**"), in favor of CrossHill Georgetown Capital, L.P., a Delaware limited partnership (the "**Secured Party**").

In consideration of Secured Party's provision of financing to Debtor pursuant to that certain Note Purchase and Security Agreement between Debtor and the Secured Party dated as of January \_\_, 2007 (as the same may be amended, modified or supplemented from time to time, the "**Note Purchase and Security Agreement**"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and the Secured Party agree as follows:

1. Security Interest in Intellectual Property. To secure its obligations under the Note Purchase and Security Agreement, including Secured Obligations (as defined therein) (collectively, the "**Obligations**"), Debtor hereby grants and pledges to Secured Party a security interest in all of Debtor's intellectual property (including without limitation those copyrights, patents, trademarks and service marks and applications therefor listed on Exhibits A, B and C 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 (collectively, the "**Intellectual Property Collateral**").

2. Restrictions on Future Licenses. Without the Secured Party's prior written consent, which shall not be unreasonably withheld or delayed, Debtor shall not enter into, or become bound by, any license, assignment or similar agreement with respect to the Intellectual Property Collateral that is reasonably likely to have a material impact on Debtor's business or financial condition, except for non-exclusive licenses entered into in the ordinary course of business.

3. New Intellectual Property. Debtor represents and warrants that the copyrights, patents and trademarks and service marks (and applications therefor) listed on Schedules A, B, and C, respectively, constitute all of the copyrights, patents, trademarks, service marks and applications now owned by Debtor. If, before Debtor's Obligations shall have been satisfied in full, Debtor shall (a) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (b) become entitled to the benefit of any patent, service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any existing patent or any improvement on any existing patent, the provisions of this Agreement shall automatically apply thereto and Debtor shall give the Secured Party prompt written notice thereof. Debtor hereby authorizes the Secured Party, as attorney-in-fact, to file or refile this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, Library of Congress.

4. Certain Remedies. If an Event of Default (as such term is defined in the Note Purchase and Security Agreement) shall have occurred and be continuing, the Secured Party may

exercise in respect of the Intellectual Property Collateral, in addition to all other rights and remedies provided for herein or otherwise available to the Secured Party, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect on the date of this Agreement in the Commonwealth of Virginia, as amended from time to time (the “UCC”) (whether or not the UCC applies to the affected Intellectual Property Collateral), and also may, upon prior written notice to Debtor, sell, assign or license, subject to then effective license agreements, at public or private sale or otherwise realize upon for cash, on credit or for future delivery, and at such price or prices and upon such other terms as are commercially reasonable, the whole or from time to time any part of the Intellectual Property Collateral, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Collateral all expenses (including all reasonable expenses for brokers’ fees and legal services), apply the amount of such proceeds toward the payment of the Obligations of Debtor. The Secured Party will return any excess proceeds to Debtor and Debtor shall remain liable to the Secured Party for any deficiency. The Secured Party’s rights and remedies under this Agreement shall be cumulative and not exclusive of any other right or remedy which the Secured Party may have.

5. Further Assurances. Debtor will execute and deliver to the Secured Party from time to time such supplemental assignments or other instruments, including but not by way of limitation, assignments to be filed with the United States Patent and Trademark Office, as the Secured Party may require for the purpose of confirming the Secured Party’s interests in the Intellectual Property Collateral.

6. Term. This Agreement and the security interests granted in this Agreement (including any assignments to the Secured Party) shall continue and be in full force and effect until the earlier of (a) the expiration of each of the respective copyrights, patents, trademarks, service marks and licenses assigned under this Agreement or (b) the Obligations of Debtor have been paid in full in cash or until the cancellation of the Notes (as such term is defined in the Note Purchase and Security Agreement), at which time they shall terminate.

7. Waivers. No course of dealing between Debtor and the Secured Party nor any failure to exercise nor any delay in exercising, on the part of the Secured Party, any right, power or privilege under this Agreement, the Note Purchase and Security Agreement or under the Notes shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all of the parties to this Agreement.

10. Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party, its successors and assigns.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the local laws of the Commonwealth of Virginia, excluding conflict of law principles that would cause the application of laws of any other jurisdiction.

12. Counterparts. This Agreement may be executed in any number of counterparts, and exchanged by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Assignment. This Agreement, the Secured Party's rights hereunder or the Obligations hereby secured may be assigned by the Secured Party (or any subsequent assignee) from time to time to a party that is not a competitor or an investor in a competitor of Debtor, and in any such case the assignee shall be entitled to all of the rights, privileges and remedies granted in this Agreement to the Secured Party. No assignment of this Agreement by Debtor shall be made without the prior written consent of the Secured Party. Any assignee of the Debtor or the Secured Party shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. All of the stipulations, promises and agreements in this Agreement made by or on behalf of the Debtor and the Secured Party shall bind the successors and permitted assigns of the Debtor and the Secured Party, whether so expressed or not, and inure to the benefit of the successors and permitted assigns of the Debtor and the Secured Party.

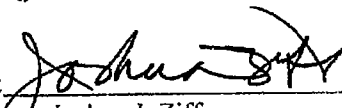
14. Confidentiality. To the extent that any of the Intellectual Property Collateral secured hereunder is confidential and proprietary, the Secured Party hereby agrees not to divulge, directly or indirectly, any such confidential information to any third party, or to use, or cause to be used, any such confidential information for the Secured Party's own benefit or for the benefit of any affiliate of the Secured Party; provided, however, that such obligation to maintain confidentiality shall no longer apply once the Secured Party exercises any remedy it is entitled to exercise upon the occurrence and continuation of an Event of Default; provided, further, that Secured Party will at all times (including, without limitation, after the Secured Party's exercise of any remedy upon the occurrence and continuation of an Event of Default) use commercially reasonable efforts to protect the value and confidentiality of the Intellectual Property Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

**DEBTOR:**

**Bridge Semiconductor Corporation**

By:   
Name: Joshua J. Ziff  
Title: Chief Executive Officer

Address of Debtor:

10 Duff Road  
Suite 501  
Pittsburgh, PA 15235

**AGREED:**

**SECURED PARTY:**

**CrossHill Georgetown Capital, L.P.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE BRIDGE SEMICONDUCTOR CORPORATION  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003469 FRAME: 0302**

IN WITNESS WHEREOF, the Debtor has executed this Intellectual Property Security Agreement for the benefit of the Secured Party.

**DEBTOR:**

**Bridge Semiconductor Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Debtor:

Bridge Semiconductor Corporation  
10 Duff Road  
Suite 501  
Pittsburgh, PA 15235

**AGREED:**

**SECURED PARTY:**

**CrossHill Georgetown Capital, L.P.**

By: 

Name: STEPHEN X. GRAHAM

Title: PRINCIPAL

[SIGNATURE PAGE BRIDGE SEMICONDUCTOR CORPORATION  
INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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TRADEMARK  
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**EXHIBIT A**

Copyrights

None



## EXHIBIT B

### Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>
1. Personal Dosimeter Having a volume of gas atop an integrated circuit	4,769,547	9/6/88	
2. Radiation Detector With An Ionizable Gas Atop An Integrated Circuit	4,804,847	2/14/89	
3. Radiation Detector With An Ionizable Gas Atop An Integrated Circuit	4,970,391	11/13/90	
4. Electronic Circuit	6,414,318	7/2/2002	
5. Electronic Circuit	6,353,324	3/5/2002	
6. Japanese Patent Appln. "Electronic Circuit with a Non- Continuous Discharge Path"	2000-581464	Filing date: 11/5/99 Request for Examination Date: 11/6/06	98-065 CIP/JA

**EXHIBIT C**  
Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Attorney Ref. No.</u>	<u>Status</u>
Bridge Semiconductor	3018163	11/22/2005		Active