

01-31-2007

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



2007 JAN 30 PM 12:33

103368271

FINANCE SECTION

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

1-30-07

1. Name of conveying party(ies):

OCZ Technology Group, Inc.

- 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: Technology Support Services

Street Address: 55 Almaden Blvd

City: San Jose

State: CA

Country: U.S.A Zip: 95113

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Natl Assoc. 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)

- 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)

Serial # 76494033

B. Trademark Registration No.(s)

#2810218

Additional sheet(s) attached? Yes No

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

Serial # 76494033, Reg # 2810218 on 2/3/04, filed on 3/3/03.

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

Name: Bridge Bank National Association

Internal Address: Technology Support Services

Street Address: 55 Almaden Blvd

City: San Jose

State: CA Zip: 95113

Phone Number: (408) 554-6503

Fax Number:

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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:

Adriana M. Tonelli

Signature

Jan 12, 2007

Date

Adriana M. Tonelli

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

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

01/30/2007 DBYRNE 00000190 76494033

01 FC:8521

(40.00 OP)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 14, 2006, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and OCZ TECHNOLOGY INC., a Delaware corporation, ("Grantor") is made with reference to the Business Financing Agreement, dated as of the date hereof (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

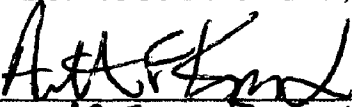
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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:

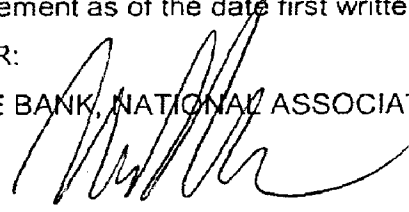
OCZ TECHNOLOGY GROUP, INC.

By: 
Name: ARTHUR P. KNAPP JR.
Title: CFO

Address for Notices:
860 E. Arques Avenue
Sunnyvale, CA 94085
Fax: (408) 733-4900

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 
Name: LEE SHODISS
Title: SVP, Mgr. Orig.

Address for Notices:
Attn: Lee Shodiss
2120 El Camino Real
Santa Clara, CA 95050
Tel: (408) 556-6502
Fax: (408) 423-8510



COPYRIGHTS

OCZ Technology Group, Inc. currently holds no registered copyrights.

APK

Exhibit B

TRADEMARKS

Typed Drawing

Word Mark OCZ

Goods and Services IC 009. US 021 023 026 036 038. G & S: computer hardware, namely, high performance computer memory chips, video cards, semiconductors, microprocessors, integrated circuits, heatsinks. FIRST USE: 20001201. FIRST USE IN COMMERCE: 20001201

Mark Drawing Code (1) TYPED DRAWING

Design Search Code

Serial Number 76494033

Filing Date March 3, 2003

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition November 11, 2003

Registration Number 2810218

Registration Date February 3, 2004

Owner (REGISTRANT) OCZ Technology Group, Inc. CORPORATION INDIANA
1618 Beverly Drive Chesterton INDIANA 46304

(LAST LISTED OWNER) OCZ TECHNOLOGY GROUP (DELAWARE), INC.
CORPORATION DELAWARE 860 E. Arques Avenue Sunnyvale CALIFORNIA 94085

Assignment Recorded	ASSIGNMENT RECORDED
Attorney of Record	Allyn Taylor
Type of Mark	TRADEMARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

APK

Exhibit C

PATENTS

A6-2045	60/766,292	METHOD AND APPARATUS FOR IMPROVED THERMAL MANAGEMENT OF HIGH-SPEED MEMORY MODULES	1/9/2006
A5-2019	11/164,835	ON-DEVICE DATA COMPRESSION TO INCREASE SPEED OF FLASH MEMORY-BASED MASS STORAGE DEVICES	12/7/2005
A5-2018	11/164,838	INTEGRATE SRAM CACHE FOR A MEMORY MODULE AND METHOD THEREFOR	12/7/2005
A5-1994	11/162,029	METHOD FOR INCREASING FREQUENCY YIELD OR MEMORY CHIPS THROUGH ON-CHIP OR ON-MODULE TERMINATION	8/24/2005
A5-1993	11/161,977	MEMORY MODULE WITH REDUCED INPUT CLOCK SKEW	8/24/2005
A5-1930	11/907,420	METHOD FOR INCREASING STABILITY OF SYSTEM MEMORY THROUGH ENHANCED QUALITY OF SUPPLY POWER	3/31/2005
A4-1845	10/711,841	POSTED PRECHARGE AND MULTIPLE OPEN-RANGE RAM ARCHITECTURE	10/8/2004
A4-1840	10/711,653	METHOD AND APPARATUS FOR INCREASING COMPUTER MEMORY PERFORMANCE	9/29/2004
A4-1840-EP	5252870	METHOD AND APPARATUS FOR INCREASING COMPUTER MEMORY PERFORMANCE	5/10/2005