

02-21-2007

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



2007 JUN 30 PM 12:34

RI

103373793

FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office

Comments or the new address(es) below.

1. Name of conveying party(ies):

Rapt Industries

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: California
☐ Other \$

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) Dec 15, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

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 Nat'l 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)

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

A. Trademark Application No.(s)

Serial # 78414878

Serial # 78414875

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):

78414878 - filed 5/7/2004

7841478 - filed 5/7/2004

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) 556-6503

Fax Number:

Email Address:

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:

Adriana M. Tonelli

Signature

Name of Person Signing

Jan 12, 2007
Date

Total number of pages including cover sheet, attachments, and document: 3

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

00000188 78414878

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

TRADEMARK
REEL: 003486 FRAME: 0771

01-31-2007

US DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

2007 JAN 30 PM 12:34

RE

103368270

FINANCE SECTION

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Adriana M. Tonelli

Name of Person Signing

Date

Jan 12, 2007

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00000188 78414878

01/30/2007 DBYRNE

01 FC:8521
02 FC:8522

40.00 DP
25.00 DP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 15, 2005, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and RAPT INDUSTRIES, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of December 15, 2005 (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:

RAPT INDUSTRIES, INC.

By: S. [Signature]
Name: Pradeep Subrahmanyam
Title: Chief Executive officer

Address for Notices:

Attn:

6252 Preston Avenue

Livermore, CA 94551

Fax: (925) 371-8261

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: LEE SHODISS
Title: SVP

Address for Notices:

Attn: Lee Shodiss

2120 El Camino Real

Santa Clara, CA 95050

Tel: (408) 556-6502

Fax: (408) 423-8510

Patents

Fleisler # Application #

Title

Date Filed

Date Pub.

10/008,236

Pat #
6,660,17

1000US3 2003/9087530

Apparatus and method for reactive atom plasma processing for material deposition

11/7/2001

5/8/2003

Note: This is the only patent issued to date.

Trademarks

RAPT, U.S. Trademark App. No. 78/414878, Statement of Use due July 3, 2006, Our File CARR-1023US0 SRM/CYC ✓
RAP, U.S. Trademark App. No. 78/414875, Statement of Use due July 10, 2006, Our File CARR-1022US0 SRM/CYC ✓

TRADEMARK

REEL: 003486 FRAME: 0776

EXHIBIT A

COPYRIGHTS

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
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EXHIBIT C

PATENTS

Description

Registration/
Application
Number

Registration/
Application
Date