

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Luminary Micro, Inc.		05/16/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	75 E. Trimble Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	a Michigan banking corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3160929	STELLARIS	
<b>Serial Number:</b>	78645385	LM LUMINARY MICRO	
<b>Serial Number:</b>	78645021	LUMINARY MICRO	
<b>Serial Number:</b>	78645242	LM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7349300121		
<b>Email:</b>	asujek@bodmanllp.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman LLP		
<b>Address Line 1:</b>	201 S. Division St., Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>Signature:</b>	/angela alvarez sujek/		

OP \$115.00 3160929

Date:

06/03/2007

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 16, 2007 by and between COMERICA BANK ("Bank") and LUMINARY MICRO, INC., a Delaware corporation ("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 as of October 27, 2005 (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 and Trademarks 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.


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

GRANTOR:

Address of Grantor:

108 Wild Basin Road, Suite 350  
Austin, TX 78746  
Attn: General Counsel  
Fax: (512) 474-7996

LUMINARY MICRO, INC.

By:   
Title: Vice President - Finance

Address of Bank:

Comerica Bank  
m/c 4770  
75 E. Trimble Road  
San Jose, CA 95131  
Attn: Manager  
Fax: (408) 556-5091

BANK:

COMERICA BANK

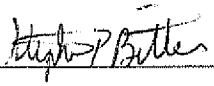
By:   
Title: AVP

EXHIBIT A

Copyrights

None.

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**TRADEMARK**  
**REEL: 003553 FRAME: 0581**

**EXHIBIT B**

**Patents**

Description	Registration/Application Number	Registration/Application Date
Platform Programming (abridged)	60/869,841	12/13/07
Platform Programming (long)	60/869,999	12/14/06
Clock Edge Management in Noise Sensitive Systems	60/892,729	3/02/07
Analog to Digital Converter Unit*		

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\* Filed with the Patent Cooperation Treaty

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**TRADEMARK**  
**REEL: 003553 FRAME: 0582**

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Reg. No.	Filing Date	Reg. Date
STELLARIS	78/680099	3,160,929	7/27/2005	10/17/06
LM LUMINARY MICRO (and Design)	78/645385	n/a	6/7/2005	n/a
LUMINARY MICRO	78/645021	n/a	6/7/2005	n/a
LM	78/645242	n/a	6/7/2005	n/a

In addition, the trademarks listed on the attached Trademark List dated May 3, 2007.

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
LM	53500-0113/ Australia	Registered 009, 016, 041	1138859 26-Oct-2005	1138859 26-Oct-2005
LM	53500-0114/ Canada	Approved 009, 016, 041	1281649 30-Nov-2005	
LM	53500-0113/ China (Peoples Republic)	Pending 009, 016, 041	1138859 26-Oct-2005	
LM	53500-0113/ European Community	Approved 009, 016, 041	1138859 26-Oct-2005	
LM	53500-0113/ Japan	Pending 009, 016, 041	1138859 26-Oct-2005	
LM	53500-0113/ Korea, Republic of	Pending 009, 016, 041	1138859 26-Oct-2005	
LM	53500-0113/ Madrid Protocol	Registered 009, 016, 041	806/317854801 26-Oct-2005	895013 26-Oct-2005
LM	53500-0119/ Mexico	Pending 016	754321 02-Dec-2005	
LM	53500-0125/ Mexico	Pending 041	754322 02-Dec-2005	
LM	53500-0126/ Mexico	Pending 009	754323 02-Dec-2005	
LM	53500-0128/ Mexico	Pending 016	754326 02-Dec-2005	
LM	53500-0116/ Taiwan	Pending 009, 016, 041	94-58747 02-Dec-2005	
LM	53500-0110/ United States of America	Re-Opened 009, 016, 042	78/645,242 07-Jun-2005	
LM LUMINARY MICRO	53500-0117/ Australia	Registered 009, 016, 041	1111499 16-Nov-2005	1111499 16-Nov-2005
LM LUMINARY MICRO	53500-0118/ Canada	Approved 009, 016, 041	1281646 01-Dec-2005	



Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
LM LUMINARY MICRO	53500-0117/ China (Peoples Republic)	Pending 009, 016, 041	1111499 16-Nov-2005	
LM LUMINARY MICRO	53500-0117/ European Community	Pending 009, 016, 041	1111499 16-Nov-2005	
LM LUMINARY MICRO	53500-0117/ Japan	Pending 009, 016, 041	1111499 16-Nov-2005	
LM LUMINARY MICRO	53500-0117/ Korea, Republic of	Pending 009, 016, 041	1111499 16-Nov-2005	
LM LUMINARY MICRO	53500-0117/ Madrid Protocol	Registered 009, 016, 042	806/320165101 16-Nov-2005	880849 16-Nov-2005
LM LUMINARY MICRO	53500-0115/ Mexico	Pending 009	754324 02-Dec-2005	
LM LUMINARY MICRO	53500-0127/ Mexico	Pending 041	754325 02-Dec-2005	
LM LUMINARY MICRO	53500-0120/ Taiwan	Pending 009, 016, 041	94-58749 02-Dec-2005	
LM LUMINARY MICRO	53500-0111/ United States of America	Re-Opened 009, 016, 042	78/645,385 07-Jun-2005	
LUMINARY MICRO	53500-0109/ United States of America	Re-Opened 009, 016, 042	78/645,021 07-Jun-2005	
Stellaris	53500-0121/ Australia	Registered 009, 016	1110233 24-Jan-2006	1110233 24-Jan-2006
Stellaris	53500-0122/ Canada	Pending 009, 016	1285629 10-Jan-2006	
Stellaris	53500-0121/ China (Peoples Republic)	Pending 009, 016	879895 24-Jan-2006	
Stellaris	53500-0121/ European Community	Pending 009, 016	00879895 24-Jan-2006	
Stellaris	53500-0130/ India	Authorized 009, 016		

Trademark	Client-Matter/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
Stellaris	53500-0121/ Japan	Registered 009, 016	879895 24-Jan-2006	879895 24-Jan-2006
Stellaris	53500-0121/ Korea, Republic of	Pending 009, 016	879895 24-Jan-2006	
Stellaris	53500-0121/ Madrid Protocol	Registered 009, 016	A0003652 24-Jan-2006	879895 24-Jan-2006
Stellaris	53500-0123/ Mexico	Registered 009	759334 06-Jan-2006	925072 06-Jan-2006
Stellaris	53500-0121/ Singapore	Authorized 009, 016	879895	
Stellaris	53500-0124/ Taiwan	Allowed for Reg 009, 016	95-807 06-Jan-2006	
Stellaris	53500-0112/ United States of America	Registered 009, 016	78/680,099 27-Jul-2005	3,160,929 17-Oct-2006