

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ISOTHERMAL SYSTEMS RESEARCH, INC.		08/16/2007	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78736327	ISR	
Serial Number:	78735794	ISOTHERMAL SYSTEMS RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	393658		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		

CH \$65.00 78736327

Date:

08/24/2007

Total Attachments: 15

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**ADDENDUM TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This Addendum to Intellectual Property Security Agreement is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated May 9, 2003. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that ISOTHERMAL SYSTEMS RESEARCH, INC. ("Assignor"), with its principal office at 2218 North Molter Road, Liberty Lake, WA 99019, the owner of the intellectual property identified in the exhibits attached hereto, has granted to SILICON VALLEY BANK ("Assignee"), with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054, a security interest in the intellectual property, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of August 16, 2007.

Isothermal Systems Research, Inc.

By: 

Name: Paul A. Pimentel

Title: VP CFO

Exhibit "A" attached to that certain Addendum to Intellectual Property Security Agreement dated August 16, 2007.

EXHIBIT "A"
COPYRIGHTS

ISSUED COPYRIGHTS

COPYRIGHT
DESCRIPTION

REGISTRATION
NUMBER

DATE OF
ISSUANCE

NONE

PENDING COPYRIGHT APPLICATIONS

COPYRIGHT
DESCRIPTION

APPLIC.
NUMBER

DATE OF
FILING

DATE OF
CREATION

FIRST DATE
OF PUBLIC
DISTRIBUTION

NONE

Exhibit "B" attached to that certain Addendum to Intellectual Property Security Agreement dated August 16, 2007.

EXHIBIT "B"
PATENTS

File#	Title	U.S. Patent #	Issue Date	Expiration Date
ISR-102	Packaging and Cooling System for Power Semiconductor	5,719,444	2/17/1998	4/26/2016
ISR-103	Laminated Array of Pressure Swirl Atomizers	5,860,602	1/19/1999	12/6/2016
ISR-105	Method for Manufacturing Pressure Swirl Atomizers	5,933,700	8/3/1999	9/21/2018
ISR-106	Laminated Array of Pressure Swirl Atomizers	6,016,969	1/25/2000	9/14/2018
ISR-108	Fluid Control Apparatus and Methods for Spray Cooling	6,108,201	8/22/2000	2/22/2019
ISR-349	System and method for cooling electronic components	6,366,461	4/2/2002	9/29/2019
ISR-109	Brushless Coolant Pump	6,447,270	9/10/2002	9/16/2019
ISR-350	Method and apparatus for cooling electronic components	6,580,609	6/17/2003	4/8/2022
ISR-351	Spray evaporative cooling system and method	6,646,879	11/11/2003	5/16/2021
ISR-090	Power Semiconductor Device and	6,710,441	3/23/2004	7/12/2021
ISR-089	Power Semiconductor Device and	6,737,301	5/18/2004	7/12/2021
ISR-054	Spray Cool Transparent Heat Spreader for Semiconductor Chip Thermal Management	6,836,131	12/28/2004	4/16/2023
ISR-193	Etched Microchannel Spray Cooling	6,952,346	10/4/2005	2/28/2024
ISR-178	Low Momentum Loss Fluid Manifold System	6,958,911	10/25/2005	3/4/2024
ISR-161	Staggered Spray Nozzle System	7,013,662	3/21/2006	1/20/2024
ISR-129	Power Semiconductor Switch with Body Diode Apparatus	7,019,337	3/28/2006	11/9/2023
ISR-189	Dynamic Spray Characteristics	7,021,067	4/4/2006	1/30/2024

ISR-162	Method of Controlling Spray Distances in a Spray Unit	7,032,403	4/25/2006	6/14/2024
ISR-316	Low Momentum Fluid Manifold System Continuation	7,042,726	5/9/2006	4/27/2025
ISR-126	Liquid Thermal Management Socket System	7,044,768	5/16/2006	10/23/2023
ISR-056	Integrated Circuit Heat Dissipation System	7,078,803	7/18/2006	11/12/2022
ISR-060	Spray Cooling Thermal Management Sys. & Method for Semiconductor Probing, Diag. and Failure Analysis	7,102,374	9/5/2006	4/21/2023
ISR-130	Spray Cooling System for Narrow Gap Transverse Evaporative Spray Cooling	7,104,078	9/12/2006	3/3/2025
ISR-114	Spindle-Motor Driven Pump	7,131,825	11/7/2006	
ISR-188	Hotspot Coldplate Spray Cooling System	7,159,414	1/9/2007	7/8/2025
ISR-014	Spray Cooling System	6,889,515	5/10/2005	2/14/2023
ISR-015	Coolant Recovery System	6,889,509	5/10/2005	2/19/2023
ISR-016	Spray Cooling System for Extreme Environments	6,976,528	12/20/2005	11/23/2026
ISR-216	Spray Cool System II - Divisional of ISOT-005	7,086,455	8/8/2006	11/1/2024
ISR-001	Dry - Wet Thermal Management System	7,150,109	12/19/2006	
ISR-099	High Heat Flux Evaporative Spray Cooling	5,220,804	6/22/1993	6/22/2010
ISR-104	Spray Cooled Circuit Card Cage	5,880,931	3/9/1999	3/20/2018
ISR-107	EMI Shielding Fluid Control Apparatus	6,104,610	8/15/2000	7/29/2019
ISR-065	Semiconductor Burn-in Thermal Management System	6,857,283	2/22/2005	9/13/2022
ISR-013	Dynamic Spray System	6,880,350	4/19/2005	6/25/2023
ISR-063	Spray Cooling System for Transverse Thin-Film Evaporative Spray Cooling	6,955,062	10/18/2005	3/26/2022
ISR-066	Sealed Spray Cooling System	6,996,996	2/14/2006	4/2/2023

ISR-064	Three Dimensional Packaging and Cooling of Mixed Signal, Mixed Power Density Electronic Modules	7,009,842	3/7/2006	1/30/2024
ISR-035	Spray Coolant Reservoir System	7,043,933	5/16/2006	10/10/2023
ISR-008	Input/Output Transition Board System	7,180,751	2/20/2007	11/12/2024
ISR-450	Optonics Taiwanese filing	1251067	3/11/2006	
ISR-009	Spray Cool System with A Dry Access Chamber	7,180,741	2/20/2007	1/12/2024
	Method of Operating a Thermal Management System	7,216,695	5/15/2007	10/24/2025

Exhibit "C" attached to that certain Addendum to Intellectual Property Security Agreement dated August 16, 2007.

EXHIBIT "C"
TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
ISR and design	US	78736327	3239031	LIVE
Isothermal Systems Research	US	78735794	3224331	LIVE

Exhibit "D" attached to that certain Addendum to Intellectual Property Security Agreement dated August 16, 2007.

EXHIBIT "D"
SERVICE MARKS

<u>SERVICE MARK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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NONE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2003 by and between SILICON VALLEY BANK ("Secured Party") and ISOTHERMAL SYSTEMS RESEARCH, INC. ("Grantor").

RECITALS

A. Secured Party and Borrower are entering into that certain Loan and Security Agreement by dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Borrower in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Borrower in connection with the Unregistered

Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements 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 rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(j) All 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

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

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Borrower all rights of authorship to any copyrighted material in which Borrower has or may subsequently acquire any right or interest.

(b) Borrower shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Borrower.

(c) Section 8(3) of the Schedule to the Loan Agreement hereby is incorporated herein as though fully set forth herein, *mutatis mutandis*.

4. General. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Borrower and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND BORROWER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND BORROWER; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR BORROWER OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR BORROWER; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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.

Address of Grantor:

511 Third Street
Clarkston, Washington 99403

Grantor:

ISOTHERMAL SYSTEMS RESEARCH,
INC.

By: Charles Tilton
Title: CTO
Name: CHARLES TILTON

Address of Secured Party:

3003 Tasman Drive
Santa Clara, California 95054

Secured Party:

SILICON VALLEY BANK

By: [Signature]
Title: SENIOR VICE PRESIDENT

Form: 3/1/02

EXHIBIT A

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

PATENTS

Description	Registration/ Application #
High heat flux evaporative spray cooling	5220804
Packaging and cooling system for power semi-conductor	5719444
Laminated array of pressure swirl atomizers	5860602
Spray cooled circuit card cage	5880931
Method for manufacturing pressure swirl atomizers	5933700
Laminated array of pressure swirl atomizers	6016969
EMI shielding fluid control apparatus	6104610
Fluid control apparatus and method for spray cooling	6108201
Brushless Coolant Pump	6447270

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[RESERVED]		