

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)



103448095

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

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

1. Name of conveying party(ies): Merrick Systems, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No
Name: Silicon Valley Bank
Internal Address Loan Documentation HF 154
Street Address: 3003 Tasman Dr.
City Santa Clara
State CA
Country USA
Zip 95054

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

Execution Date(s): 08/30/07

Assignment Merger
 Security Agreement Change of Name
 Other

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other 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)	B. Trademark Registration No.(s)
76/374,175 78/250,833	
78/901,972 78/910,308	
78/908,855 77/096,130	
78/903,986 78/903,520	
76/374,176	

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

09/25/2007 DBYRNE 00000098 76374175

Additional sheets attached? Yes No

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

Name: Silicon Valley Bank
Internal Address: Loan Collateral HF154
Street Address: 3003 Tasman Dr.
City: Santa Clara State: CA ZIP: 95054
Phone Number: (408) 654-4042
Fax Number: (408) 654-6313
Email Address: ldc@svbank.com

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$240.00
 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. _____ Signature _____ Date 9/11/07
Susana Valdivia c/o Amy Zohn
Name of Person Signing

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

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

TRADEMARK
REEL: 003628 FRAME: 0589

9-25-07

FINANCE SECTION
SEP 25 AM 10:12

RECORDS

INTELLECTUAL PROPERTY SECURITY AGREEMENT 37

This Intellectual Property Security Agreement (this "Agreement") dated as of ~~July~~ ^{Aug} 30, 2007 (as defined in the Loan Agreement) is between SILICON VALLEY BANK ("Bank") and MERRICK SYSTEMS, INC., a Texas corporation ("Grantor").

RECITALS

- A. Bank will make advances to Grantor ("Loans") as described in that certain Loan and Security Agreement dated as of even date herewith (as the same may from time to time be further amended, modified, supplemented or restated, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.
- B. Bank's agreement to make such advances is subject to, among other things, Grantor's granting to Bank a security interest in Grantor's Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").
- C. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

Scott Davis
(Signature)

Relationship Manager
(Title)

GRANTOR:

MERRICK SYSTEMS, INC.,
a Texas corporation

Samuel Park
(Signature)

CFO
(Title)

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Procomts	Txo 913 307	8/19/99
CARTE	Txo 6-485 669	Jan 10, 2006
Dynacorp	Txo 1-310 650	Jan 10, 2006
Petio Regs	Tx 6-514215	Jan 12, 2006
eVIN	Tx 6-485 626	Jan 13, 2006
RIO	Txo 309 105	Jan 12, 2006
Reservier INFORMATION ONLINE		FEB 17 1995
MMIS	Tx 3 998 771	

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
<i>Rfid Frequency Identification Transponder Package for Metal Recess</i>	<i>11/408860</i>	<i>App. Filed Apr 21, 2006</i>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
ProCount	76/374175	Dec 3, 2002
Dynalop	78/901972	Apr 3, 2007
PetioRegs	78/908855	Apr 24, 2007
eView	78/903986	Apr 24, 2007
Reservoir Information ONLINE (RIO)	76/374176	Apr 23, 2007
RIGHAND	78/250833	Jul 20, 2004
Energizing Technology for the Business of Upstream	78/910308	May 1, 2007
OVS	77/094130	
CARTE	78/903520	

EXHIBIT D

Mask Works

<u>Description</u>	Registration/Application <u>Number</u>	Registration/Application <u>Date</u>
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