

RE

11-08-2007

United States Patent and Trademark Office



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

Documents or the new address (es) below.

1. Name of conveying party(ies):  
**SILICON VALLEY BANK**

103459757

Receiving party(ies):

Conveying parties attached?  Yes  No

Name: **Clearsight Systems, Inc. c/o Russell A Stockdale**

Internal Address

Street Address: **14143 171<sup>st</sup> Ave NE**

City: **Woodinville**

State: **WA**

Country: **USA**

Zip: **98072**

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)

Individual(s)  Association  
 General Partnership  Limited Partnership

Corporation-State  
 Other

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

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

Execution Date(s): **October 30, 2007**

Assignment  Merger

Security Agreement  Change of Name

Other : **Release**

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

A. Trademark Application No.(s)  
**78393423**

B. Trademark Registration No.(s)  
**2683961**

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

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: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

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

11/08/2007 MGETACHE 00000005 78393423

b. Deposit Account Number

Authorized User Name

40.00 OP  
25.00 OP

9. Signature.

Signature

October 30, 2007  
Date

**Susana Valdivia**

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: 003658 FRAME: 0168**


OFFICE OF PUBLIC RECORDS  
NOV 14 2007 7 AM 9:17  
FINANCE SECTION

RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Clearsight Systems, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, October 25, 2005 executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 27, 2006, Reel 3295, Frame 0957.

Date: October 30, 2007

SILICON VALLEY BANK

By:   
Name: Margaret Fujii  
Title: Operations Department Manager

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and CLEARSIGHT SYSTEMS, INC. ("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 the Effective Date (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). 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, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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.

**TRADEMARK**

**REEL: 003658 FRAME: 0170**

GRANTOR:

CLEAR SIGHT SYSTEMS, INC

By: Ed Koepfler

Title: CEO

Address of Grantor:

3655 131st Avenue SE, Suite 602  
Bellevue, WA 98006

Attn: Ed Koepfler, CEO

BANK:

SILICON VALLEY BANK

By: Geir B. Hansen

Title: SRM

Address of Bank:

4700 Carillon Point  
Kirkland, WA 98033

Attn: Geir B. Hansen

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MULTIPLE-AGENE HYBRID CONTROL ARCHITECTURE FOR INTELLIGENT REAL-TIME CONTROL OF DISTRIBUTED NON-LINEAR PROCESSES	5,963,447	10/05/1999
MULTIPLE-AGENT HYBRID CONTROL ARCHITECTURE FOR INTELLIGENT REAL-TIME CONTROL OF DISTRIBUTED NONLINEAR PROCESSES	6,088,689	07/11/2000

TRADEMARK

REEL: 003658 FRAME: 0173

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Clearsight	78-393,423	01/11/05
Hynomics	2,683,961	02/04/03

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date