

**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>
Bridge Semiconductor Corporation		03/01/2009	CORPORATION: PENNSYLVANIA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Zon Capital Partners, L.P.
<b>Street Address:</b>	5 Vaughn Drive
<b>Internal Address:</b>	Suite 302
<b>City:</b>	Princeton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08540
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	Ken Skolnick
<b>Street Address:</b>	119 Rock Haven Lane
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Richard Nelson
<b>Street Address:</b>	625 Liberty Avenue
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Neil Cohen
<b>Street Address:</b>	756 Worthington Mill Road
<b>City:</b>	Newtown

CH \$40.00 3018163

State/Country:	PENNSYLVANIA
Postal Code:	18940-9650
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Sea Venture Capital Fund - Bridge CN-09 L.P.
Street Address:	20 Stanwix Street
Internal Address:	Suite 650
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

Name:	Schofield Family Limited Partnership
Street Address:	319 Notingham Circle
Internal Address:	Attn: Mr. Douglas Schofield
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15215
Entity Type:	LIMITED PARTNERSHIP: PENNSYLVANIA

Name:	Pennsylvania Growth and Investment Corp.
Street Address:	5850 Ellsworth Avenue
Internal Address:	C/O Lhormer Real Estate
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15232
Entity Type:	CORPORATION: DELAWARE

Name:	John Friel
Street Address:	548 Squire Place
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15237
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Robi Bendorf
Street Address:	105 Regal Ct.
City:	Monroeville
State/Country:	PENNSYLVANIA
Postal Code:	15146

Entity Type:	INDIVIDUAL: UNITED STATES
--------------	---------------------------

Name:	Michael Murphy
Street Address:	6946 Laurel Road
Internal Address:	P.O. Box 414
City:	Solebury
State/Country:	PENNSYLVANIA
Postal Code:	18963
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Jeffrey Nicholas
Street Address:	3061 Creamery Road
Internal Address:	P.O. Box 444
City:	Solebury
State/Country:	PENNSYLVANIA
Postal Code:	18963
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Mohan Philip
Street Address:	115 Golfview Road
City:	Ivyland
State/Country:	PENNSYLVANIA
Postal Code:	18974
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Stephen Phillips
Street Address:	3361 N. Suga Road
City:	New Hope
State/Country:	PENNSYLVANIA
Postal Code:	18938
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Elizabeth Sigety
Street Address:	P.O. Box 169
City:	Bedminster
State/Country:	PENNSYLVANIA
Postal Code:	18910
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Richard Turner Jr.

Street Address:	2899 Ash Mill Road
Internal Address:	P.O. Box 24
City:	Holicong
State/Country:	PENNSYLVANIA
Postal Code:	18928-0024
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Macallan Investment Partners, LLC
Street Address:	375 S. Pacific Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15224
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3018163	BRIDGE SEMICONDUCTOR

**CORRESPONDENCE DATA**

Fax Number: (412)355-6501  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 412-355-8244  
 Email: sara.chandler@klgates.com  
 Correspondent Name: Sara A Chandler, K&L Gates LLP  
 Address Line 1: 535 Smithfield Street  
 Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	0243288.00001
NAME OF SUBMITTER:	Sara A. Chandler
Signature:	/Sara A. Chandler/
Date:	03/12/2009

**Total Attachments: 23**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") with an effective date of March 1, 2009 is made by and among Bridge Semiconductor Corporation, a Pennsylvania corporation with its principal executive offices located at 10 Duff Road, Suite 501, Pittsburgh, Pennsylvania 15235 (the "Grantor") and the individuals and entities set forth on Exhibit A attached hereto (collectively, the "Purchasers," and each a "Purchaser").

**Recitals**

WHEREAS, the parties hereto entered into that certain Convertible Note Purchase Agreement dated the date hereof (the "Purchase Agreement"), pursuant to which the Purchasers have purchased from Grantor Secured Convertible Promissory Notes (each, a "Note", collectively, the "Notes");

WHEREAS, pursuant to Section 6.1 of the Purchase Agreement and Section 5(a) of the Notes, the Notes will be secured by the Grantor's Intellectual Property Rights (as defined below);

WHEREAS, pursuant to Section 5.1(l) of the Purchase Agreement, the parties hereto shall enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the respective representations, warranties and covenants contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Grant of Security Interest

(a) To secure Grantor's obligations under the Purchase Agreement and the Notes, Grantor hereby grants and pledges to Purchasers a security interest in all of Grantor's right title and interest in, to and under its Intellectual Property Rights, 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. The property referenced in this Section 1(a) is hereinafter referred to as the "Collateral").

(b) The security interest granted hereunder shall be senior to all existing and future indebtedness of Grantor, and may be parri passu with Grantor's indebtedness of up to an additional \$1,000,000 which may be incurred by Grantor in connection with the issuance of additional secured convertible notes by Grantor to investors under a separate Note Purchase Agreement, if and only if the security interest of such additional secured convertible notes will be *pari passu* (and not senior to) to the security interests of the Notes issued under the Purchase Agreement (such additional secured convertible notes, the "Additional Secured Convertible Notes"). The Purchasers hereby agree to, and irrevocably authorize the Maker, to take all necessary actions in order to permit the issuance of such Additional Secured Convertible Notes,

with a security interest that shall be *pari passu* to the security interest granted hereunder.

(c) For the purpose of this Agreement, “Intellectual Property Rights” mean patents, trademarks, service marks, trade names, domain names, copyrights, trade secrets, licenses, information and proprietary rights and processes of Grantor (whether now owned or held by Grantor, or hereinafter acquired), including without limitation, those listed on Exhibit B hereto.

## 2. Remedies.

(a) Upon the occurrence of any Event of Default (but only after the Grantor receives the written notice required pursuant to Section 4(b)(i) of the Notes), each Purchaser shall have, in addition to all other rights and remedies granted to it in this Agreement, the Notes or any other document, all rights and remedies of a secured party under the Uniform Commercial Code of the Commonwealth of Pennsylvania (the “UCC”) and other applicable laws. Without limiting the generality of the foregoing, (i) the Majority-in-Interest (as defined in the Purchase Agreement) or any collateral agent appointed by the Majority-in-Interest (a “Collateral Agent”) may peaceably enter any premises of Grantor, take possession of any of the Collateral, remove or dispose of all or part of the Collateral on any premises of such Grantor or elsewhere, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Majority-in-Interest may determine; (ii) the Majority-in-Interest or any Collateral Agent may require Grantor to assemble all or any part of the Collateral and make it available to the Purchasers at any place and time designated by the Majority-in-Interest; (iii) the Majority-in-Interest or any Collateral Agent may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law); and (iv) to the extent permitted by applicable law and by agreements of the Grantor with third parties, the Majority-in-Interest or any Collateral Agent may sell, resell, lease, use, assign, license, sublicense, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any commercially reasonable preparation or processing (utilizing in connection therewith any of Grantor’s assets, without charge or liability to the Purchasers therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit, or for future delivery without assumption of any credit risk, all as the Majority-in-Interest deem advisable; provided, however, that Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Purchasers. The Majority-in-Interest or any Collateral Agent shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold. The Majority-in-Interest or any Collateral Agent shall give Grantor such notice of any private or public sales as may be required by the UCC or other applicable law.

(b) For the purpose of enabling the Purchasers to exercise their rights and remedies under this Section 2 or otherwise in connection with this Agreement, the Purchase Agreement and/or the Notes, effective upon the occurrence of an Event of Default (but only after Grantor receives the written notice required pursuant to Section 4(b)(i) of the Notes), Grantor hereby grants to the Majority-in-Interest and any Collateral Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to

Grantor) to use, license or sublicense any Collateral, to the extent permitted by applicable law and by agreements of the Grantor with third parties.

(c) The cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied first, to the payment of the reasonable costs and expenses of the Purchasers and any Collateral Agent in exercising or enforcing the rights of the Purchasers hereunder and in collecting or attempting to collect any of the Collateral; and second, to the payment of the obligations under the Notes (the “Obligations”). Any surplus thereof which exists after payment and performance in full of the Obligations shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law. Grantor shall remain liable to the Purchasers for any deficiency which exists after any sale or other disposition or collection of Collateral.

(d) The security interest granted hereunder is granted in conjunction with the security interest granted to Purchasers under the Purchase Agreement and the Notes. The rights and remedies of Grantor with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the Notes, and those which are now or hereafter available to Purchasers as a matter of law or equity. Each right, power and remedy of Purchasers provided for herein or in the Purchase Agreement or the Notes, 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. The exercise by Purchasers of any one or more of the rights, powers or remedies provided for in this Agreement, the Purchase Agreement or the Notes, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person of any rights, powers or remedies.

3. Amendments; Waiver. Any term of this Agreement may be amended or waived with the written consent of Grantor and the Purchasers holding in excess of fifty percent (50%) of the aggregate principal amount of the Notes at the time of such amendment or waiver, provided, however, that such fifty percent (50%) of the aggregate principal amount of the Notes shall not be deemed to exist or to be constituted without the written consent of the Delaware Crossing Representative (as defined in the Purchase Agreement), Zon Capital Partners, L.P., and Ken Skolnick.

4. Repayment or Conversion of the Notes. This Agreement and the rights granted hereunder shall automatically expire and have no further effect upon full repayment of the Notes, or upon the conversion in full of the Notes into stock in accordance with Section 3 of the Notes.

5. Delaware Crossing Investors. Unless the Company obtains written instructions signed by the Delaware Crossing Investors who own in excess of 50% of the aggregate principal amount of all Notes purchased by the Delaware Crossing Investors to the contrary, Michael Murphy shall serve as the Delaware Crossing Investors’ representative, and as such, will be authorized and instructed to act on behalf of the Delaware Crossing Investors in connection with this Agreement. “Delaware Crossing Investors” shall mean Neil Cohen, Michael Murphy, Jeffrey Nicholas, Mohan Phillip, Stephen Phillips, Elizabeth Sigety, and Richard Turner.



6. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws rules.

7. Miscellaneous. Grantor and Purchasers shall execute and deliver, or cause to be executed and delivered, from time to time hereafter, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, none of which need contain the signatures of all parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

*[Remaining Page Left Intentionally Blank; Signature Page Follows]*

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**GRANTOR:**

BRIDGE SEMICONDUCTOR CORPORATION

By: 

Name: Joshua Ziff

Title: President

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PURCHASERS:**

ZON CAPITAL PARTNERS, L.P.

By: Zon Capital Partners, GP, LLC, its general partner

By: 

Name: H. Donald Perkins

Title: Managing Member

Address: 5 Vaughn Drive, Suite 302, Princeton, NJ 08540

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Ken Skolnick

Address: 119 Rock Haven Lane, Pittsburgh, PA 15228

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Richard Nelson

Address: 11 Stanwix Street, 15<sup>th</sup> Floor, Pittsburgh, PA 15222

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Neil Cohen

Address: 756 Worthington Mill Road, Newtown, PA 18940-9650

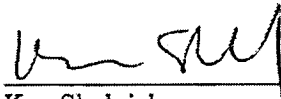
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**PURCHASERS:**

ZON CAPITAL PARTNERS, L.P.

By: Zon Capital Partners, GP, LLC, its general partner

By: \_\_\_\_\_  
Name: H. Donald Perkins  
Title: Managing Member  
Address: 5 Vaughn Drive, Suite 302, Princeton, NJ 08540



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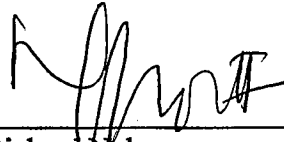
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625 LIBERTY AVE, 5<sup>th</sup> Floor

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**SCHOFIELD FAMILY LIMITED PARTNERSHIP**

*Douglas F. Schofield*  
Name: Douglas F. Schofield  
Title: TP, GP  
Address: 319 Nottingham Circle, Pittsburgh, PA  
15215, Attention: Mr. Douglas Schofield

**PENNSYLVANIA GROWTH AND  
INVESTMENT CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: C/O Lhormer Real Estate, 5850 Ellsworth  
Ave., Pittsburgh, PA 15232

\_\_\_\_\_  
**John Friel**  
Address: 548 Squire Place, Pittsburgh, PA 15237

\_\_\_\_\_  
**Robi Bendorf**  
Address: 105 Regal Ct., Monroeville, PA 15146

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15215, Attention: Mr. Douglas Schofield

PENNSYLVANIA GROWTH AND  
INVESTMENT CORP.

By: Karl F. Krieger  
Name: KARL F. KRIEGER  
Title: Gen'l Partner  
Address: C/O Lhormer Real Estate, 5850 Ellsworth  
Ave., Pittsburgh, PA 15232

\_\_\_\_\_  
John Friel  
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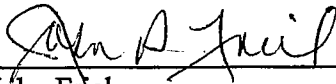
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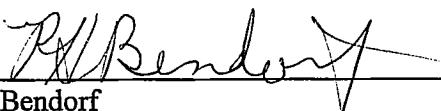
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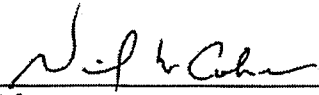
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By: Zon Capital Partners, GP, LLC, its general partner

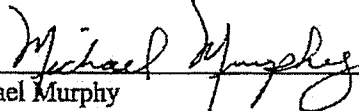
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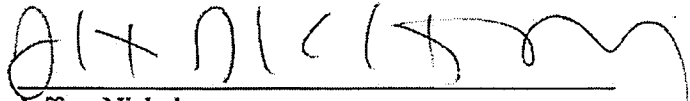
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Richard Turner  
Address: P.O. Box 24, 2899 Ash Mill Road,  
Holicong, PA 18928-0024

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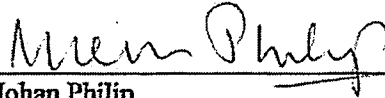
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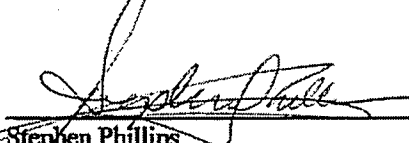
Jeffrey Nicholas

Address: 3061 Creamery Road, P. O. Box 444,  
Solebury, PA 18963

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Mohan Philip

Address: 115 Golfview Road, Ivyland, PA 18974



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Stephen Phillips

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Elizabeth Sigety

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Richard Turner

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**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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Jeffrey Nicholas  
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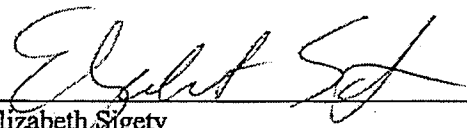
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MACALLAN INVESTMET PARTNERS, LLC

By: 

Name: Bettie M. Brown

Title: Tax matters Partner

Address: 375 S. Pacific Avenue, Pittsburgh, PA  
15224

TRADEMARK

REEL: 003951 FRAME: 0600

**EXHIBIT A**

**LIST OF PURCHASERS**

Zon Capital Partners, L.P.  
Ken Skolnick  
Richard Nelson  
Schofield Family Limited Partnership  
Pennsylvania Growth and Investment Corp.  
John Friel  
Robi Bendorf  
Neil Cohen  
Michael Murphy  
Jeffrey Nicholas  
Mohan Philip  
Stephen Phillips  
Elizabeth Sigety  
Richard Turner, Jr.  
Sea Venture Capital Fund - Bridge CN-09 L.P.  
Macallan Investment Partners, LLC

**EXHIBIT B**

**INTELLECTUAL PROPERTY RIGHTS**

**Patents and Patent Applications**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Attorney Ref. No.</u>
1. Personal Dosimeter Having a volume of gas atop an integrated circuit	4,769,547	9/6/88	
2. Radiation Detector With An Ionizable Gas Atop An Integrated Circuit	4,804,847	2/14/89	
3. Radiation Detector With An Ionizable Gas Atop An Integrated Circuit	4,970,391	11/13/90	
4. Electronic Circuit	6,414,318	7/2/2002	
5. Electronic Circuit	6,353,324	3/5/2002	
6. Japanese Patent Application. "Electronic Circuit with a Non- Continuous Discharge Path"	2000-581464	Filing date: 11/5/99 Request for Examination Date: 11/6/06	98-065 CIP/JA

**Trademarks**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>
Bridge Semiconductor	3018163	11/22/2005	Active