

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Touchdown Technologies, Inc.		04/20/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	MERITECH CAPITAL PARTNERS III L.P.
<b>Street Address:</b>	245 Lytton Ave, Suite 350
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	MERITECH CAPITAL AFFILIATES III L.P.
<b>Street Address:</b>	245 Lytton Ave, Suite 350
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	FIRSTMARK III, L.P.
<b>Street Address:</b>	1221 Avenue of the Americas, 26th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

<b>Name:</b>	FIRSTMARK III OFSHORE PARTNERS, L.P.
<b>Street Address:</b>	1221 Avenue of the Americas, 26th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020

CH \$215.00 3469621

Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS
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Name:	ADAMS CAPITAL MANAGEMENT II, L.P.
Street Address:	500 Blackburn Avenue
City:	Sewickley
State/Country:	PENNSYLVANIA
Postal Code:	15143
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	ADAMS CAPITAL MANAGEMENT III, L.P.
Street Address:	500 Blackburn Avenue
City:	Sewickley
State/Country:	PENNSYLVANIA
Postal Code:	15143
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CHANCELLOR V, L.P.
Street Address:	525 University Ave, Suite 600
Internal Address:	c/o Invesco Private Capital, Inc.
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CHANCELLOR V-A, L.P.
Street Address:	525 University Ave, Suite 600
Internal Address:	c/o Invesco Private Capital, Inc.
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS

Name:	FALCON FUND
Street Address:	100 N. Barranca Street, Suite 910
City:	West Covina
State/Country:	CALIFORNIA
Postal Code:	91791
Entity Type:	SOLE PROPRIETORSHIP: CALIFORNIA

Name:	CITIVENTURE 2000, L.P.
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Street Address:	525 University Ave, Suite 600
Internal Address:	c/o Invesco Private Capital, Inc.
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	E-Invest Limited
Street Address:	29 International Business Park
City:	#08-05/06, Acer Building Tower B
State/Country:	SINGAPORE
Postal Code:	609923
Entity Type:	COMPANY: SINGAPORE

Name:	The Robert and Anne Pochowski Living Trust dated May 5, 1999
Street Address:	817 Logan Court
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94087
Entity Type:	Living Trust:

Name:	Fort Washington Private Equity Investors IV, L.P.
Street Address:	303 Broadway
Internal Address:	Suite 1200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Kentucky Co-Investment Partners, L.P.
Street Address:	303 Broadway
Internal Address:	Suite 1200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	J.F. Shea Co., as Nominee 2000-129
Street Address:	655 Brea Canyon Road
City:	Walnut

State/Country:	CALIFORNIA
Postal Code:	91789
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

Name:	3VS1 Asia Growth Fund Ltd.
Street Address:	1 Coleman Street
City:	#60-50 The Adelphia
State/Country:	SINGAPORE
Postal Code:	179803
Entity Type:	COMPANY: SINGAPORE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3469621	TD
Registration Number:	3420532	TD110
Registration Number:	3390097	TD160
Registration Number:	3148459	TT
Registration Number:	3192302	TOUCHDOWN TECHNOLOGIES
Registration Number:	3224303	ACCU-TORQ
Serial Number:	78882890	1TD200
Serial Number:	78882895	1TD300

CORRESPONDENCE DATA

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 415 268 6036  
 Email: r1al@mofo.com  
 Correspondent Name: John Kline, Senior Paralegal  
 Address Line 1: Morrison & Foerster LLP, 425 Market St.  
 Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	51815-1
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DOMESTIC REPRESENTATIVE

Name:  
 Address Line 1:  
 Address Line 2:  
 Address Line 3:  
 Address Line 4:

NAME OF SUBMITTER:	John Kline, Senior Paralegal
Signature:	/John Kline/
Date:	05/04/2009
<b>Total Attachments: 22</b> source=51815-1 IP Security Agreement 4-29-09#page1.tif source=51815-1 IP Security Agreement 4-29-09#page2.tif source=51815-1 IP Security Agreement 4-29-09#page3.tif source=51815-1 IP Security Agreement 4-29-09#page4.tif source=51815-1 IP Security Agreement 4-29-09#page5.tif source=51815-1 IP Security Agreement 4-29-09#page6.tif source=51815-1 IP Security Agreement 4-29-09#page7.tif source=51815-1 IP Security Agreement 4-29-09#page8.tif source=51815-1 IP Security Agreement 4-29-09#page9.tif source=51815-1 IP Security Agreement 4-29-09#page10.tif source=51815-1 IP Security Agreement 4-29-09#page11.tif source=51815-1 IP Security Agreement 4-29-09#page12.tif source=51815-1 IP Security Agreement 4-29-09#page13.tif source=51815-1 IP Security Agreement 4-29-09#page14.tif source=51815-1 IP Security Agreement 4-29-09#page15.tif source=51815-1 IP Security Agreement 4-29-09#page16.tif source=51815-1 IP Security Agreement 4-29-09#page17.tif source=51815-1 IP Security Agreement 4-29-09#page18.tif source=51815-1 IP Security Agreement 4-29-09#page19.tif source=51815-1 IP Security Agreement 4-29-09#page20.tif source=51815-1 IP Security Agreement 4-29-09#page21.tif source=51815-1 IP Security Agreement 4-29-09#page22.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of April 20, 2009, is made by and among Touchdown Technologies, Inc., a Delaware corporation ("Grantor"), and the Majority Secured Parties who are signatories to this IP Security Agreement, on their own behalf and on behalf of the holders of the Notes under the Purchase Agreement who are signatories to the Security Agreement, including each such holder that is a party to an Accession Agreement to the Security Agreement (each a "Secured Party" and, collectively, the "Secured Parties").

### RECITALS

WHEREAS, the Grantor and the Secured Parties are party to a Subordinated Security Agreement, dated as of October 24, 2008, wherein the Grantor granted a security interest to the Secured Parties in the Collateral (as described therein) which excluded any intellectual property of the Grantor and which security interest was subordinated to the security interest granted to the Senior Lender;

WHEREAS, certain of the Secured Parties have agreed to make additional loans to the Grantor and Grantor has agreed to issue additional Notes to certain Secured Parties and grant a security interest in its Intellectual Property to the Secured Parties, which the Senior Lender has consented to; and

WHEREAS, it is a condition to the new Notes that the Grantor enter into an amendment to the Security Agreement and grant a first priority security interests in its intellectual property to the Secured Parties.

THE PARTIES HEREBY AGREE AS FOLLOWS:

#### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Transaction Documents. All capitalized terms used in this IP Security Agreement and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement, the Notes or the Security Agreement.

(b) Certain Defined Terms. As used in this IP Security Agreement, the following terms shall have the following meanings:

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy.”

“Copyright Office” means the United States Copyright Office.

“Event of Default” has the meaning set forth in Section 6.

“IP Collateral” has the meaning set forth in Section 2.

“Majority Secured Parties” means the holders of a majority of the aggregate principal amount of the Notes then outstanding.

“Note Obligations” means the indebtedness, liabilities and other obligations of Grantor to Secured Parties under or in connection with this IP Security Agreement, the Notes, the Purchase Agreement, the Security Agreement and the other Transaction Documents, including, without limitation, all unpaid principal of the Notes, all interest accrued thereon, all fees and all other amounts payable by

Grantor to Secured Parties thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Grantor of any Insolvency Proceeding.

“Person” means an individual, corporation, partnership, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

“PTO” means the United States Patent and Trademark Office.

“Security Agreement” means that Subordinated Security Agreement, dated as of October 24, 2008, by and among the Grantor and the Secured Parties.

“Transaction Documents” means this IP Security Agreement, the Security Agreement, the Purchase Agreement, the Notes, the Warrants, and all other certificates, documents, agreements and instruments delivered to Secured Parties under the Purchase Agreement or in connection with the Note Obligations.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this IP Security Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. In this IP Security Agreement, (i) any reference to an Article, a Section, a Schedule or an Exhibit is a reference to an article or section thereof, or a schedule or an exhibit thereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this IP Security Agreement as a whole and not merely to the specific Article, Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation;” (v) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this IP Security Agreement and the other Transaction Documents; and (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to.

## SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Note Obligations, Grantor hereby grants, assigns, and conveys to Secured Parties a first priority security interest in all of Grantor’s right, title and interest in, to and under all intellectual property of the Grantor, including, without limitation, the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “IP Collateral”):

(i) all copyrights, whether statutory or common law, registered or unregistered, domestic or foreign, including Grantor’s registered copyrights and copyright registrations (including,

without limitation, the registered copyrights and copyright registrations listed in Schedule A), all of Grantor's applications for copyright registrations (including the applications for copyright registrations listed in Schedule A), and all of Grantor's unregistered copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, together with all renewals and extensions of any copyrights, the right to recover for all past, present, and future infringements of any copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule C), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all rights, title and interest of the Grantor in licenses to the Grantor of intellectual property;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including without limitation all license payments and payments under insurance (whether or not any Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing IP Collateral;

(vi) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(vii) all commercial tort and other claims associated with or arising out of any of the aforementioned properties and assets; and

(viii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing IP Collateral.

(b) Continuing Security Interest. Grantor agrees that this IP Security Agreement shall create a continuing security interest in the IP Collateral which shall remain in effect until terminated in accordance with Section 17.

For the avoidance of doubt, the security interest granted in this Section 2 is not subordinated to the Senior Lender and is not subject to the provisions of the Security Agreement, including without limitation the subordination provisions set forth in Sections 6, 7 and 9 of the Security Agreement.



SECTION 3 Representations and Warranties. Grantor represents and warrants to Secured Parties that:

(a) Grantor has all requisite corporate power and authority to enter into this Agreement, encumber the IP Collateral and fulfill its other obligations pursuant to this Agreement. Grantor has the rights in or the power to transfer the IP Collateral, and Grantor is the sole and complete owner of the IP Collateral, free from any Lien. The valid grant of a security interest in the IP Collateral by Grantor is not prohibited under the terms of any lease, license, contract or agreement and no authorization, consent, approval, license, exemption of, or filing or registration with, any governmental authority or agency, or approval or consent of any other Person, is required for the due execution, delivery or performance by Grantor of this Agreement, except for any filings necessary to perfect any Liens on any Collateral.

(b) A true and correct list of all the existing IP Collateral consisting of Grantor's registered copyrights and copyright registrations, and applications for copyright registrations, is set forth in Schedule A.

(c) A true and correct list of all of the existing IP Collateral consisting of patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule B.

(d) A true and correct list of all of the existing IP Collateral consisting of trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule C.

SECTION 4 Further Acts; Authorization. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Majority Secured Parties to carry out the intent and purposes of this IP Security Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this IP Security Agreement or to enable Secured Parties to exercise and enforce its rights and remedies hereunder with respect to the IP Collateral, including any documents for filing with the PTO, the Copyright Office and/or any applicable state office. Grantor hereby authorizes Secured Parties to file at any time and from time to time any financing statements describing the IP Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to the Majority Secured Parties, as Majority Secured Parties may reasonably require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Secured Parties in the IP Collateral and to accomplish the purposes of this IP Security Agreement. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by the Secured Parties of any financing statements filed prior to the date hereof. Secured Parties may record this IP Security Agreement, an abstract thereof, or any other document describing such Secured Party's interest in the IP Collateral with the PTO and/or the Copyright Office, at the expense of Grantor.

SECTION 5 Covenants. Unless the Majority Secured Parties otherwise consent in writing:

(a) Grantor shall appear in and defend any action, suit or proceeding which may affect its title to, or right or interest in, or Secured Parties' right or interest in, the IP Collateral, and shall enforce its title to, rights and interest in the IP Collateral and do and perform all acts that may be necessary and appropriate to maintain, preserve and protect the IP Collateral.

(b) Grantor shall keep the IP Collateral free of all Liens other than Liens created pursuant to this IP Security Agreement.

(c) Effect (i) any change in the location of Grantor's chief executive office or principal place of business; (ii) any change in its name; (iii) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; (iv) any change in its registration as an organization (or any new such registration); or (v) any change in its jurisdiction of organization.

(d) Grantor shall not convey, sell, lease, license, hypothecate, encumber, transfer or otherwise dispose of (collectively, "Transfer") all or any part of the IP Collateral, or any right or interest therein..

**SECTION 6 Events of Default.** An "Event of Default" under any of the Notes shall constitute an "Event of Default" hereunder.

**SECTION 7 Remedies.**

(a) Upon the occurrence and during the continuance of any Event of Default, the Secured Parties (acting through the Majority Secured Parties) shall have, in addition to all other rights and remedies granted to it in this IP Security Agreement, the Security Agreement or any other Transaction Document, all rights and remedies of a secured party under the UCC and other applicable laws.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Secured Parties (acting through the Majority Secured Parties) shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Secured Parties (acting through the Majority Secured Parties) deem necessary or advisable, in the name of Grantor or Secured Parties, to enforce or protect any IP Collateral, and any license thereunder, in which event Grantor shall, at the request of the Majority Secured Parties, do any and all lawful acts and execute any and all documents required by the Majority Secured Parties in aid of such enforcement.

(c) For the purpose of enabling the Secured Parties to exercise its rights and remedies under this Section 7 or otherwise in connection with this IP Security Agreement, Grantor hereby grants to the Secured Parties (acting through the Majority Secured Parties) an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any IP Collateral.

(d) The cash proceeds actually received from the Transfer (in whole or in part) of IP Collateral, and any other amounts received in respect of the IP Collateral the application of which is not otherwise provided for herein, shall be applied first, to the payment of the costs and expenses of the Secured Parties in exercising or enforcing its rights hereunder and in collecting or attempting to collect any of the IP Collateral, and to the payment of all other amounts payable to Secured Parties pursuant to Section 12; and second, to the payment of the Note Obligations. Any surplus thereof which exists after payment and performance in full of the Note 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 Secured Parties for any deficiency which exists after any sale or other disposition or collection of IP Collateral.

**SECTION 8 Certain Waivers.** Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the IP Collateral, whether before or after sale hereunder,

and all rights, if any, of marshalling of the IP Collateral or other collateral or security for the Note Obligations; (ii) any right to require any Secured Party (A) to proceed against any Person, (B) to exhaust any other collateral or security for any of the Note Obligations, (C) to pursue any remedy in any Secured Party's power, or (D) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the IP Collateral; and (iii) all claims, damages, and demands against any Secured Party arising out of the repossession, retention, sale or application of the proceeds of any sale of the IP Collateral.

SECTION 9 No Waiver; Cumulative Remedies. No failure on the part of any Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this IP Security Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to any Secured Party.

SECTION 10 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, each Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a grantor to this IP Security Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder.

SECTION 11 Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed (by certified or registered mail), sent or delivered to (i) if to Grantor, to its respective addresses, facsimile number or email address set forth below its name on the signature pages hereof, or (ii) if to Secured Parties, to their respective addresses, facsimile numbers or email addresses set forth below their names on the signature pages to the Purchase Agreement, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as distribution of informational documents or documents for execution by the parties thereto, and may not be used for any other purpose.

SECTION 12 Costs and Expenses. Grantor agrees to pay on demand all reasonable costs and expenses of Secured Parties, and the reasonable fees and disbursements of one counsel selected by a majority in interest of the holders of the Notes then enforcing this IP Security Agreement in connection with the enforcement of this IP Security Agreement.

SECTION 13 Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any IP Collateral are governed by the law of a jurisdiction other than California.

SECTION 14 Entire Agreement; Amendment. This IP Security Agreement contains the entire agreement of the parties with respect to the subject matter hereof and no amendment to this IP Security Agreement, or any waiver of any provision hereof, shall be effective unless it is in writing and signed by the Majority Secured Parties and (in the case of any amendment) Grantor; provided,

however, that without the consent of all Secured Parties, no amendment, waiver or consent shall do any of the following: (i) subject the Secured Parties to any additional obligations; (ii) reduce any amount payable to the Secured Parties hereunder; (iii) postpone any date fixed for any payment in respect of any amount payable to any Secured Parties hereunder; (iv) change the definition of "Majority Secured Parties" or any definition or provision of this IP Security Agreement requiring the approval of the Secured Parties or some other specified amount of Secured Parties; or (vi) amend the provisions of this Section 14.

**SECTION 15 Severability.** Whenever possible, each provision of this IP Security Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this IP Security Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this IP Security Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

**SECTION 16 Counterparts.** This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

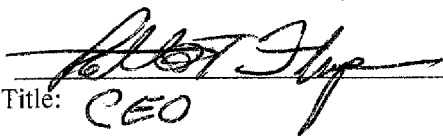
**SECTION 17 Termination.** Upon payment in full of all amounts then due and payable under all of the Notes and Note Obligations (whether by payment in cash or by conversion into securities of Grantor as provided in the Notes), including, without limitation, the security interest created under this IP Security Agreement shall terminate and each Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this IP Security Agreement by written notice from Secured Party to the PTO and the Copyright Office.

***[SIGNATURE PAGES FOLLOW]***

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement, as of the date first above written.

Grantor

TOUCHDOWN TECHNOLOGIES, INC.

By:   
Title: CEO

Address:

5188 Commerce Drive  
Baldwin Park, CA 991706

Attn.: \_\_\_\_\_

Fax: (626) 604-0352

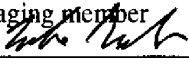
Email: \_\_\_\_\_

Organizational identification number: \_\_\_\_\_

**MERITECH CAPITAL PARTNERS III L.P.**

By: Meritech Capital Associates III L.L.C.  
its General Partner

By: Meritech Management Associates III L.L.C.  
a managing member

By:   
Michael B. Gordon, a managing member


Address:

Meritech Capital Partners  
245 Lytton Ave. Suite 354  
Palo Alto, CA 94301  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_

**MERITECH CAPITAL AFFILIATES III L.P.**

By: Meritech Capital Associates III L.L.C.  
its General Partner

By: Meritech Management Associates III L.L.C.  
a managing member

By:   
Michael B. Gordon, a managing member

Address:

Meritech Capital Partners  
245 Lytton Ave. Suite 354  
Palo Alto, CA 94301  
Facsimile: \_\_\_\_\_  
Email address: \_\_\_\_\_

**FIRSTMARK III, L.P.,**

By: FirstMark Capital, LLC,

Its: Investment Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Email address: \_\_\_\_\_

**FIRSTMARK III OFSHORE PARTNERS, L.P.**

By: FirstMark Capital, LLC

Its: Investment Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

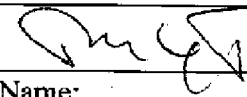
Facsimile: \_\_\_\_\_

Email address: \_\_\_\_\_

**ADAMS CAPITAL MANAGEMENT II, L.P.,**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

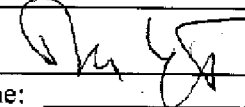
Facsimile: \_\_\_\_\_

Email address: \_\_\_\_\_

**ADAMS CAPITAL MANAGEMENT III, L.P.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Email address: \_\_\_\_\_



**CHANCELLOR V, L.P.**

By: E. Shraslyan  
Its: General Partner

By: E. LOHRA SBPOUR  
Name: E. LOHRA SBPOUR  
Title: General Partner

**CHANCELLOR V-A, L.P.,**

By: E. Shraslyan  
Its: General Partner


By: E. LOHRA SBPOUR  
Name: E. LOHRA SBPOUR  
Title: General Partner


**CITIVENTURE 2000, L.P.,**

By: E. Shraslyan  
Its: General Partner

By: E. LOHRA SBPOUR  
Name: E. LOHRA SBPOUR  
Title: General Partner

**FALCON FUND**

By:   
Its: Principal

By:   
Name: Edward E. Tuck  
Title: Principal

SCHEDULE A  
to the Intellectual Property Security Agreement

Copyright Registrations of Grantor

None.

Copyright Applications of Grantor

None.

B-1.

SCHEDULE B  
to the Intellectual Property Security Agreement

Issued Patents of Grantor

Patent No.	Location	Title	Issue date
7,245,135	US	POST AND TIP DESIGN FOR A PROBE CONTACT	17-Jul-07
7,365,553	US	PROBE CARD ASSEMBLY	29-Apr-08
7,180,316	US	PROBE HEAD WITH MACHINED MOUNTING PADS AND METHOD OF FORMING SAME	20-Feb-07
7,264,984	US	PROCESS FOR FORMING MEMS	04-Sep-07
7,271,022	US	PROCESS FOR FORMING MICROSTRUCTURES	18-Sep-07
1291452	TW	PROCESS FOR FORMING MICROSTRUCTURES	21-Dec-07
7,362,119	US	TORSION SPRING PROBE CONTACTOR DESIGN	22-Apr-08
7,355,422	US	OPTICALLY ENHANCED PROBE ALIGNMENT	08-Apr-08
7,365,551	US	EXCESSIVE OVERDRIVE DETECTOR FOR PROBECARDS	29-Apr-08
7,378,734	US	STACKED CONTACT BUMP	27-May-08
6,295,729	US	ANGLED FLYING LEAD WIRE BONDING PROCESS	02-Oct-01
6,708,403	US	ANGLED FLYING LEAD WIRE BONDING PROCESS	23-Mar-04

Pending Patent Applications of Grantor

Juris.	Application No.	Title	Filing Date
WO	PCT/US2006/035442	LATERAL INTERPOSER CONTACT DESIGN AND PROBE CARD ASSEMBLY	13-Sep-06
WO	PCT/US2005/041665	POST AND TIP DESIGN FOR A PROBE CONTACT	18-Nov-05
WO	PCT/US2006/045870	PROBE CARD ASSEMBLY	30-Nov-06
WO	PCT/US2007/002131	PROBE HEAD WITH MACHINED MOUNTING PADS AND METHODS OF FORMING SAME	26-Jan-07
WO	PCT/US2005/041661	PROCESS FOR FORMING MICROSTRUCTURES	18-Nov-05
WO	PCT/US2005/042135	TORSION SPRING PROBE CONTACTOR DESIGN	18-Nov-05
JP	2008-524950	POST AND TIP DESIGN FOR A PROBE CONTACT	18-Nov-05
KR	10-2008-7005112	POST AND TIP DESIGN FOR A PROBE CONTACT	18-Nov-05
US	11/796482	POST AND TIP DESIGN FOR A PROBE CONTACT	27-Apr-07
US	11/986453	PROBE CARD ASSEMBLY AND METHOD OF FORMING SAME	21-Nov-07
US	12/077627	PROBE CARD SUBSTRATE WITH BONDED VIA	20-Mar-08
TW	96145595	SPACE TRANSFORMER EMPLOYING FLEX CIRCUIT	30-Nov-07
JP	2008-524951	TORSION SPRING PROBE CONTACTOR DESIGN	18-Nov-05
KR	10-2008-7005138	TORSION SPRING PROBE CONTACTOR DESIGN	18-Nov-05
US	11/226568	LATERAL INTERPOSER CONTACT DESIGN AND PROBE CARD ASSEMBLY	14-Sep-05
JP	2008-531245	LATERAL INTERPOSER CONTACT DESIGN AND PROBE CARD ASSEMBLY	13-Sep-06
KR	10-2008-7006117	LATERAL INTERPOSER CONTACT DESIGN AND PROBE CARD ASSEMBLY	13-Sep-06
WO	PCT/US2007/024631	LATERAL INTERPOSER CONTACT DESIGN AND PROBE CARD ASSEMBLY	30-Nov-07
US	11/901014	METHOD OF FORMING PROBE CARD ASSEMBLY	14-Sep-07
EP	05846491.8	POST AND TIP DESIGN FOR A PROBE CONTACT	18-Nov-05
TW	94146666	POST AND TIP DESIGN FOR A PROBE CONTACT	27-Dec-05
EP	06844676.4	PROBE CARD ASSEMBLY	30-Nov-06
KR	10-2008-7017812	PROBE CARD ASSEMBLY	30-Nov-06
SG	200804741-7	PROBE CARD ASSEMBLY	30-Nov-06
US	11/641255	PROBE HEAD WITH MACHINE MOUNTING PADS AND METHOD OF FORMING THE SAME	19-Dec-06
EP	05845202.0	PROCESS FOR FORMING MICROSTRUCTURES	18-Nov-05
US	11/633324	SPACE TRANSFORMER EMPLOYING FLEX CIRCUIT	04-Dec-06
EP	05825103.4	TORSION SPRING PROBE CONTACTOR DESIGN	18-Nov-05
TW	94146665	TORSION SPRING PROBE CONTACTOR DESIGN	27-Dec-05
US	11/983521	TORSION SPRING PROBE CONTACTOR DESIGN	09-Nov-07

US	11/457,132	Probe Card with Balanced Lateral Force	12-Jul-06
US	11/686,768	System to Optimize a Semiconductor Probe Card	15-Mar-07
US	11/734,434	Hybrid Probe for Testing Semiconductor Devices	12-Apr-07
US	11/754818	A Semiconductor Testing Device with Elastomer Interposer	29-May-07
US	11/778,207	Probe Repair Structure and Method	16-Jul-07
US	12/042295	Hybrid Probe for Testing Semiconductor Devices	04-Mar-08
US	11/855,094	A FORKED PROBE FOR TESTING SEMICONDUCTOR DEVICES	13-Sep-07
US	11/953,204	Planarizing Probe Card	10-Dec-07
US	61/153731	Microelectronic Wafer Contactor Assembly and Method of Forming the Same	19-Feb-09
US	11/901,014	Method for Forming ProbeCard Assembly	14-Sep-07

JP		PROBE CARD ASSEMBLY	30-Nov-06
EP		PROBE HEAD WITH MACHINED MOUNTING PADS AND METHODS OF FORMING SAME	26-Jan-07
KR		PROBE HEAD WITH MACHINED MOUNTING PADS AND METHODS OF FORMING SAME	26-Jan-07
SG		PROBE HEAD WITH MACHINED MOUNTING PADS AND METHODS OF FORMING SAME	26-Jan-07

SCHEDULE C  
to the Intellectual Property Security Agreement

Registered Trademarks of Grantor

<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u> <u>Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
Td Serial No: 78882872 Reg. No:  Touchdown Technologies Inc.	United States	International Class 009: Probe cards for testing semiconductors	Filed - ITU App Date: 5/12/06 Reg Date:
Td110 Serial No: 78882881 Reg. No:  Touchdown Technologies Inc.	United States	International Class 009: Probe cards for testing semiconductors	Filed - ITU App Date: 5/12/06 Reg Date:
Td160 Serial No: 78882885 Reg. No:  Touchdown Technologies Inc.	United States	International Class 009: Probe cards for testing semiconductors	Filed - ITU App Date: 5/12/06 Reg Date:
1Td200 Serial No: 78882890 Reg. No:  Touchdown Technologies Inc.	United States	International Class 009: Probe cards for testing semiconductors	Filed - ITU App Date: 5/12/06 Reg Date:
1Td300 Serial No: 78882895 Reg. No:  Touchdown Technologies Inc.	United States	International Class 009: Probe cards for testing semiconductors	Filed - ITU App Date: 5/12/06 Reg Date:



<u>MoFo Matter</u> <u>Number</u>	<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u> <u>Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
51815-6001.000	<b>ACCU-TORQ</b> Serial No: 78/732,965 Reg. No: 3,224,303	United States	<b>Class: 9</b> Probe cards for testing semiconductors	Registered App Date: 10/13/2005 Reg Date: 4/3/2007

<u>MoFo Matter Number</u>	<u>Mark Serial Number Registration Number Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
	Touchdown Technologies Inc.			<b>8&amp;15 Due Date:</b> <b>4/3/2013</b> <b>Renewal Date: 4/3/2017</b>
51815-6001.100	<b>ACCU-TORQ</b> Serial No: 005067814 Reg. No: 005067814  Touchdown Technologies Inc.	Europe ♦	<b>Class: 9</b> Probe cards	Registered App Date: 4/13/2006 Reg Date: 5/18/2007  <b>Renewal Date: 4/13/2016</b>
51815-6001.101	<b>ACCU-TORQ</b> Serial No: 2006033197 Reg. No: 5062442  Touchdown Technologies Inc.	Japan	<b>Class: 9</b> Probe cards for testing semiconductors	Registered App Date: 4/12/2006 Reg Date: 7/13/2007  <b>Renewal Date: 7/13/2017</b>
51815-6001.102	<b>ACCU-TORQ</b> Serial No: 40200619392 Reg. No: 687953  Touchdown Technologies, Inc.	South Korea	<b>Class: 9</b> Probe cards	Registered App Date: 4/12/2006 Reg Date: 12/4/2006  <b>Renewal Date: 12/4/2016</b>
51815-6001.103	<b>ACCU-TORQ</b> Serial No: T0606840Z Reg. No: T0606840Z  Touchdown Technologies Inc.	Singapore	<b>Class: 9</b> Magnetic or encoded cards; probe cards	Registered App Date: 4/11/2006 Reg Date: 4/11/2006  <b>Renewal Date: 4/11/2016</b>
51815-6001.104	<b>ACCU-TORQ</b> Serial No: 095017961 Reg. No: 1246651  Touchdown Technologies, Inc.	Taiwan	<b>Class: 9</b> Probe cards	Registered App Date: 4/11/2006 Reg Date: 1/16/2007  <b>Renewal Date: 1/15/2017</b>
51815-6002.000	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: 78/732,985 Reg. No: 3,192,302  Touchdown Technologies Inc.	United States	<b>Class: 9</b> Probecards for testing semiconductors	Registered App Date: 10/13/2005 Reg Date: 1/2/2007  <b>8&amp;15 Due Date:</b> <b>1/2/2013</b> <b>Renewal Date: 1/2/2017</b>
51815-6002.100	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: 005067806 Reg. No: 005067806	Europe ♦	<b>Class: 9</b> Probe cards	Registered App Date: 4/13/2006 Reg Date: 5/18/2007

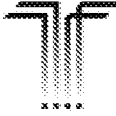

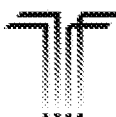

♦ European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.

♦ European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.



<u>MoFo Matter Number</u>	<u>Mark Serial Number Registration Number Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
	Touchdown Technologies Inc.			<b>Renewal Date: 4/30/2016</b>
51815-6002.101	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: 2006033198 Reg. No: 5045467  Touchdown Technologies Inc.	Japan	<b>Class: 9</b> Probe cards for testing semiconductors	Registered App Date: 4/12/2006 Reg Date: 5/11/2007  <b>Renewal Date: 5/11/2017</b>
51815-6002.102	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: 40200619393 Reg. No:  Touchdown Technologies, Inc.	South Korea	<b>Class: 9</b> Probe cards	Filed App Date: 4/12/2006 Reg Date:  <b>Reg Fee Due: 2/26/2008</b>
51815-6002.103	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: T0606846I Reg. No: T0606846I  Touchdown Technologies Inc.	Singapore	<b>Class: 9</b> Magnetic or encoded cards; probe cards; all included	Registered App Date: 4/11/2006 Reg Date: 4/11/2006  <b>Renewal Date: 4/11/2016</b>
51815-6002.104	<b>TOUCHDOWN TECHNOLOGIES</b> Serial No: 095017962 Reg. No: 1283526  Touchdown Technologies, Inc.	Taiwan	<b>Class: 9</b> Probe cards	Registered App Date: 4/11/2006 Reg Date: 10/16/2007  <b>Renewal Date: 10/15/2017</b>
51815-6003.000	<b>TT LOGO</b> Serial No: 78/732,992 Reg. No: 3,148,459    Touchdown Technologies Inc.	United States	<b>Class: 9</b> Probe cards	Registered App Date: 10/13/2005 Reg Date: 9/26/2006  <b>8&amp;15 Due Date: 9/26/2012</b> <b>Renewal Date: 9/26/2016</b>
51815-6003.100	<b>TT LOGO</b> Serial No: 005067822 Reg. No: 005067822    Touchdown Technologies Inc.	Europe ♦	<b>Class: 9</b> Probe cards	Registered App Date: 4/13/2006 Reg Date: 5/18/2007  <b>Renewal Date: 4/13/2016</b>

♦ European Community Trademark Countries: Austria, Benelux (Belgium, The Netherlands & Luxembourg), Bulgaria, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Romania, Spain, Sweden, United Kingdom, Cyprus, The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Malta, Poland, Slovakia, and Slovenia.

<u>MoFo Matter Number</u>	<u>Mark</u> <u>Serial Number</u> <u>Registration Number</u> <u>Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
51815-6003.101	<b>TT LOGO</b> Serial No: 2006033199 Reg. No: 5045468  Touchdown Technologies Inc.	Japan	<b>Class: 9</b> Probe cards for testing semiconductors	Registered App Date: 4/12/2006 Reg Date: 5/11/2007  <b>Renewal Date: 5/11/2017</b>
51815-6003.102	<b>TT LOGO</b> Serial No: 40200619394 Reg. No: 687954  Touchdown Technologies, Inc.	South Korea	<b>Class: 9</b> Probe cards	Registered App Date: 4/12/2006 Reg Date: 12/4/2006  <b>Renewal Date: 12/4/2016</b>
51815-6003.103	<b>TT LOGO</b> Serial No: T0606851E Reg. No: T0606851E  Touchdown Technologies Inc.	Singapore	<b>Class: 9</b> Magnetic or encoded cards; probe cards [magnetic or encoded]	Registered App Date: 4/11/2006 Reg Date: 4/11/2006  <b>Renewal Date: 4/11/2016</b>
51815-6003.104	<b>TT LOGO</b> Serial No: 095017963 Reg. No: 1246652  Touchdown Technologies, Inc.	Taiwan	<b>Class: 9</b> Probe cards	Registered App Date: 4/11/2006 Reg Date: 1/16/2007  <b>Renewal Date: 1/15/2017</b>

Pending Trademark Applications of Grantor

<u>Application No.</u>	<u>Filing Date (Country)</u>	<u>Applicant</u>	<u>Mark</u>
<u>None.</u>			