

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bridge Semiconductor Corporation		06/08/2009	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	KBSMDPC Defined Benefit Plan
Street Address:	119 Rock Haven Lane
Internal Address:	Ken Skolnick, Administrator
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15228
Entity Type:	COMPANY: UNITED STATES

Name:	Kenneth B. Skolnick
Street Address:	119 Rock Haven Lane
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15228
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Carole Skolnick
Street Address:	119 Rock Haven Lane
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15228
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Angelo Napoleone
Street Address:	2521 Minton Drive
City:	Moon Township
State/Country:	PENNSYLVANIA

CH \$40.00 3018163

Postal Code:	15108
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Edward Napoleone
Street Address:	2503 Minton Drive
City:	Moon Township
State/Country:	PENNSYLVANIA
Postal Code:	15108
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Thomas M. Mason
Street Address:	102 Douglas Drive
City:	Saxonburg
State/Country:	PENNSYLVANIA
Postal Code:	16056
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Steven K. Ludwig
Street Address:	312 Melrose Road
City:	Merion Station
State/Country:	PENNSYLVANIA
Postal Code:	19066-1717
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Todd M. Thomas
Street Address:	2833 NW 26th Avenue
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33434
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Michael Spinelli
Street Address:	4109 Pima Cotton Drive
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28226
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

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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  
Address Line 1: 535 Smithfield Street  
Address Line 2: Henry W. Oliver Building  
Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	0243288.00001
NAME OF SUBMITTER:	Sara A. Chandler
Signature:	/Sara A. Chandler/
Date:	08/20/2009

**Total Attachments: 28**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") with an effective date of June 8, 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, provided that (i) it will be *parri passu* (and not senior to) with those Secured Convertible Promissory Notes issued by the Company pursuant to that certain Convertible Note Purchase Agreement dated as of March 1, 2009, at the aggregate amount of \$475,480.42 (the "Original Secured Convertible Notes"), and (ii) may be *parri passu* with indebtedness of up to \$3,000,000 minus the aggregate Purchase Price paid under the Purchase Agreement (as defined therein), which may be incurred by the Grantor in connection with the issuance of additional secured convertible notes by the 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, including the Original Secured Convertible Notes, the "Additional Secured Convertible Notes"). The Purchasers hereby agree to, and irrevocably authorize the Grantor, 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 Notes) 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 (as defined in the Notes) may determine; (ii) the Majority-in-Interest (as defined in the Notes) 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 (as defined in the Notes); (iii) the Majority-in-Interest (as defined in the Notes) 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 (as defined in the Notes) 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 (as defined in the Notes) 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 (as defined in the Notes) 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 (as defined in the Notes) 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 (as defined in the Notes) 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 a Majority-in-Interest (as defined in the Notes).

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.

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.

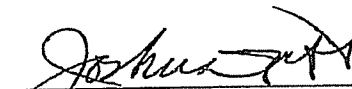
*[Remaining Page Left Intentionally Blank; Signature Page Follows]*

**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

\_\_\_\_\_  
Michael Murphy

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

MARI, WHOLEY LIMITED FAMILY  
PARTNERSHIP

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

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

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

Address: 113 Nantucket Drive, Pittsburgh, PA  
15238

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

\_\_\_\_\_  
Farid Naib

Address: 1500 Market Street, Suite 2650,  
Philadelphia, PA 19102

TRADEMARK

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6/18/09

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

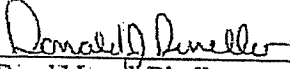
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Angelo Napoleone  
Address: 2521 Minton Drive, Moon Township, PA  
15108

---

Timothy Corso  
Address: 1203 Harrow Hill Court, Moon Township,  
PA 15108

---

  
Donald Joseph Dinello  
Address: 1321 Fox Glen Drive, Hummelstown, PA  
17036

---

Todd M. Thomas  
Address: 2833 NW 26th Avenue, Boca Raton, FL  
33434

---

Mike Spinelli  
Address: 4109 Pima Cotton Drive, Charlotte, NC  
28226

---

Bob Ferree  
Address: 250 Logan Road, Valencia, PA 16059

---

Robi Bendorf  
Address: 105 Regal Court, Monroeville, PA 15146

6/18/09

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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Address: 2521 Minton Drive, Moon Township, PA  
15108

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**PURCHASERS:**

**CAROLE SKOLNICK IRA**

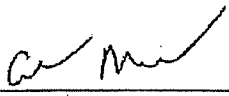
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 119 Rock Haven Lane, Pittsburgh, PA  
15228

**KBSMDPC DEFINED BENEFIT PLAN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 119 Rock Haven Lane, Pittsburgh, PA  
15228

\_\_\_\_\_  
Jim Anderson  
Address: \_\_\_\_\_

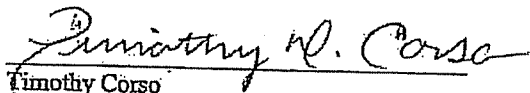
\_\_\_\_\_  
Paul Liefeld  
Address: \_\_\_\_\_

  
\_\_\_\_\_  
Edward Napoleone  
Address: 2503 Minton Drive, Moon Township, PA  
15108

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT



Angelo Napoleone  
Address: 2521 Minton Drive, Moon Township, PA  
15108



Timothy Corso  
Address: 1203 Harrow Hill Court, Moon Township,  
PA 15108

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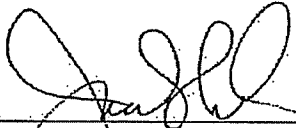
PURCHASERS:

CAROLE SKOLNICK IRA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 119 Rock Haven Lane, Pittsburgh, PA  
15228

KBSMDPC DEFINED BENEFIT PLAN

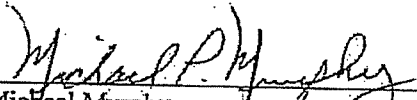
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 119 Rock Haven Lane, Pittsburgh, PA  
15228

  
\_\_\_\_\_  
Jim Andersen  
Address: 1416 PRESOTT LN  
WESTCHESTER, IL 60154

\_\_\_\_\_  
Paul Liefeld  
Address: \_\_\_\_\_

\_\_\_\_\_  
Edward Napoleone  
Address: 2503 Minton Drive  
Moon Township, PA 15108

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

  
Michael Murphy  
Address: 6946 Laurel Rd PO Box 414  
Seabury, PA 18963

MARL WHOLEY LIMITED FAMILY  
PARTNERSHIP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 113 Nantucket Drive, Pittsburgh, PA  
15238

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

\_\_\_\_\_  
Farid Naib  
Address: 1500 Market Street, Suite 2650,  
Philadelphia, PA 19102

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PURCHASERS:

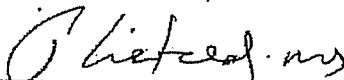
CAROLE SKOLNICK IRA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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Address: 119 Rock Haven Lane, Pittsburgh, PA  
15228

\_\_\_\_\_  
Jim Anderson  
Address: \_\_\_\_\_

  
\_\_\_\_\_  
Paul Liefeld  
Address: 40 LINDEN PLACE  
SEWICKLEY, PA. 15143

\_\_\_\_\_  
Edward Napoleone  
Address: 2503 Minton Drive, Moon Township, PA  
15108



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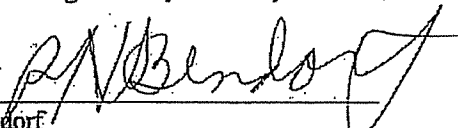
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Mike Spinelli  
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Bob Ferree  
Address: 250 Logan Road, Valencia, PA 16059

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Robi Bendorf  
Address: 105 Regal Court, Monroeville, PA 15146

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PURCHASERS:

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

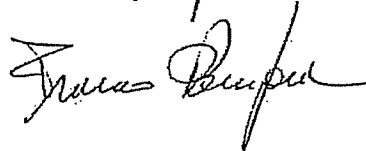
Name: FRANCO PAMPANIN

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

Address: VIA DEI MILLE 149/E

27100 PAVIA

ITALY

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TRADEMARK

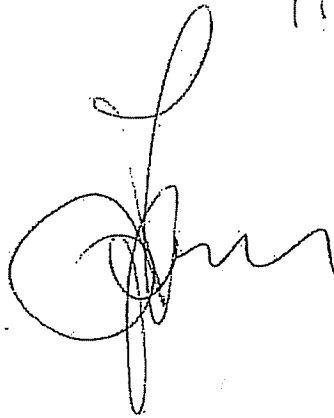
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SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: \_\_\_\_\_  
Name: MADAMA FABRIZIO  
Title: \_\_\_\_\_  
Address: VIA C. MENOTTI, 15  
27058 VOGHERA - PV -

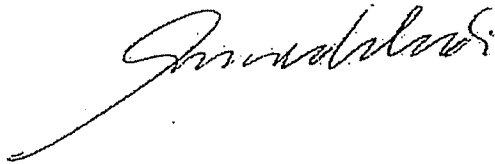
ITALY

A handwritten signature in black ink, appearing to be 'Fabrizio Madama', written in a cursive style.

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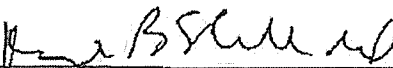
PURCHASERS:

By: \_\_\_\_\_  
Name: ENRICO LIBERALI  
Title: \_\_\_\_\_  
Address: VIA SFOGLIATA 5/A  
27040 MORNICO LOSANA -PV-  
ITALY



**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PURCHASERS:**

By:   
Name: KOSMATIC Defined Benefit PLAN  
Title: Administrator  
Address: 119 Lock Haven Lane  
Pittsburg, PA 15228

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PURCHASERS:**

By: *K B SKOLNICK*  
Name: KENNETH B SKOLNICK  
Title: \_\_\_\_\_  
Address: 119 ROCK HAVEN LANE  
PITTSBURGH, PA 15228

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PURCHASERS:**

By: *Kenneth Skolnick*  
Name: *Carole Skolnick*  
Title: \_\_\_\_\_  
Address: *119 Rock Haven Lane*  
*Pittsburgh Pa 15228*

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

*Angelo Napoleone*

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Angelo Napoleone  
Address: 2521 Minton Drive, Moon Township, PA  
15108

---

Timothy Corso  
Address: 1203 Harrow Hill Court, Moon Township,  
PA 15108

---

Donald Joseph Dinello  
Address: 1321 Fox Glen Drive, Hummelstown, PA  
17036

---

Todd M. Thomas  
Address: 2833 NW 26th Avenue, Boca Raton, FL  
33434

---

Mike Spinelli  
Address: 4109 Pima Cotton Drive, Charlotte, NC  
28226

---

Bob Ferree  
Address: 250 Logan Road, Valencia, PA 16059

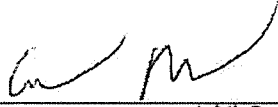
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Robi Bendorf  
Address: 105 Regal Court, Monroeville, PA 15146



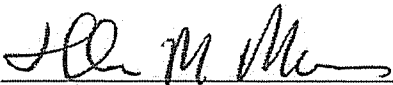
SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By:   
Name: EDWARD NAPSTORF  
Title: \_\_\_\_\_  
Address: 2503 MINTON DRIVE  
MOON TOWNSHIP, PA 15108

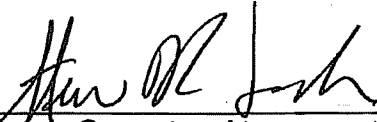
SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By:   
Name: Thomas M. Mason  
Title: \_\_\_\_\_  
Address: 102 Douglas Dr.  
Saxonburg PA. 16056

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**PURCHASERS:**

By:   
Name: STEVEN K. LUDWIG  
Title: \_\_\_\_\_  
Address: 3/2 BELROSE RD  
MEXION STATION, PA 19066-1717

**SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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Angelo Napoleone  
Address: 2521 Minton Drive, Moon Township, PA  
15108

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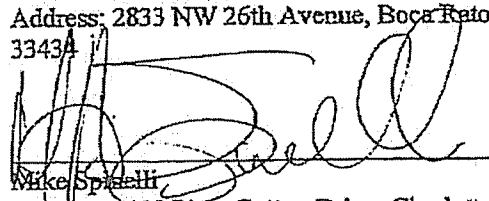
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Robi Bendorf  
Address: 105 Regal Court, Monroeville, PA 15146

**EXHIBIT A**

**LIST OF PURCHASERS  
(FIRST, SECOND, AND THIRD CLOSING)**

Purchaser

Zon Capital Partners, L.P.

Donald Joseph Dinello

Michael Spinelli

Edward Napoleone

Angelo Napoleone

Timothy Corso

Jim Andersen

Michael Murphy

Paul Liefeld

Franco Pampanin

Madama Fabrizio

Enrico Liberali

Robi Bendorf

KBSMDPC Defined Benefit Plan

Carole Skolnick

Thomas M. Mason

Steven K. Ludwig

Todd M. Thomas

**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