

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:	James A Otto
Street Address:	93 E. Chevalier Ct.
City:	Eighty Four
State/Country:	PENNSYLVANIA
Postal Code:	15330
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Equity Trust Company, dba Sterling Trust FBO: Daniel S. Otto 144439
Street Address:	P.O. Box 2526
City:	Waco
State/Country:	TEXAS
Postal Code:	76702
Entity Type:	IRA Account: 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:	Carmen Serfezi
Street Address:	3 Indion Street
City:	3117 Limassol
State/Country:	CYPRUS

900149503

**TRADEMARK
 REEL: 004110 FRAME: 0626**

CH \$40.00 3018163

Entity Type: INDIVIDUAL: CYPRUS

Name:	Calin Serfezi
Street Address:	3 Indion Street
City:	3117 Limassol
State/Country:	CYPRUS
Entity Type:	INDIVIDUAL: CYPRUS

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
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DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:	Sara A. Chandler
Signature:	/Sara A. Chandler/
Date:	12/09/2009

Total Attachments: 60
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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: _____

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

TRADEMARK

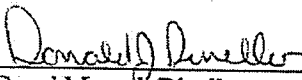
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6718109

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


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


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Address: 2521 Minton Drive, Moon Township, PA
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Address: 1203 Harrow Hill Court, Moon Township,
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Mike Spineffi
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

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

CAROLE SKOLNICK IRA

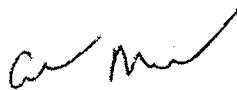
By: _____
Name: _____
Title: _____
Address: 119 Rock Haven Lane, Pittsburgh, PA
15228

KBSMDPC DEFINED BENEFIT PLAN

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

Jim Anderson
Address: _____

Paul Liefeld
Address: _____

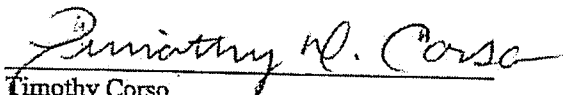


Edward Napoleone
Address: 2503 Minton Drive, Moon Township, PA
15108

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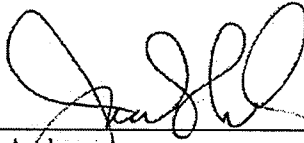
PURCHASERS:

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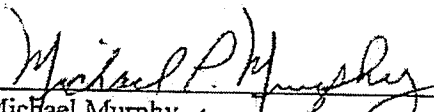


Jim Andersen
Address: 11416 PRESOTT LN
WESTCHESTER, IL 60154

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 POBox 414
Sadsbury, 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

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

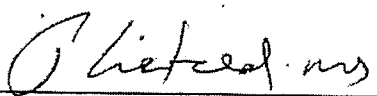
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Paul Liefeld
Address: 40 LINDEN PLACE
SEWICKLEY, PA. 15143

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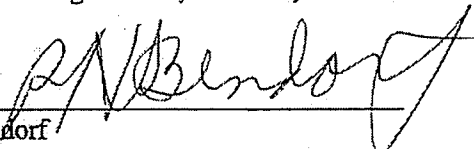
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PURCHASERS:

By: _____

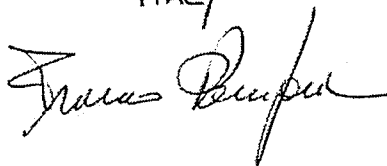
Name: FRANCO PAMPANIN

Title: _____

Address: VIA DEI MILLE 149/E

27100 PAVIA

ITALY

A handwritten signature in black ink, appearing to read "Franco Pampalin", written in a cursive style.

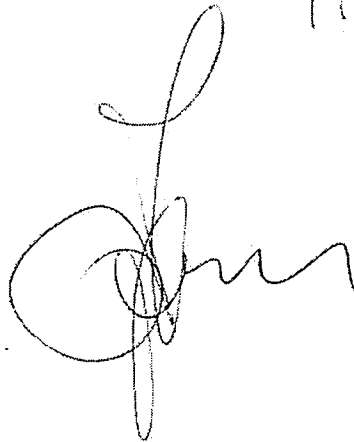
TRADEMARK

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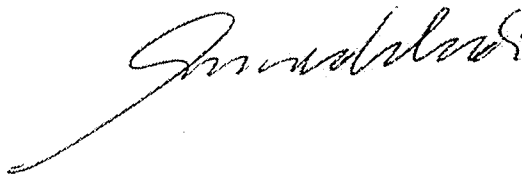
By: _____
Name: MADAMA FABRIZIO
Title: _____
Address: VIA C. MEDOTTI 15
27058 VOGHERA - PV -
ITALY

A large, stylized handwritten signature in black ink, appearing to be 'Fabrizio Madama', written over the signature line.

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

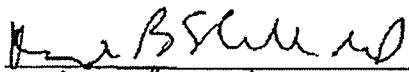
PURCHASERS:

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



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PURCHASERS:

By: 
Name: KSMD PC Defined Benefit PLAN
Title: Administrator
Address: 119 Lock Haven Lane
Pittsburgh, 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

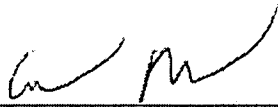
SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

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

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: 
Name: EDWARD NAPOLITANO
Title: _____
Address: 2503 MINTON DRIVE
MOON TOWNSHIP, PA 15108

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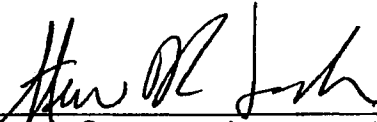
SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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: 312 BELROSE RD
MEXION STATION, PA 19066-1717

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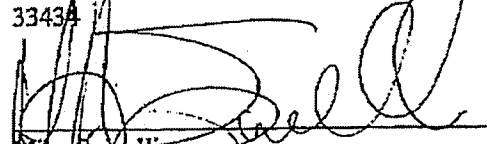
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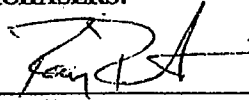
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28226

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Address: 250 Logan Road, Valencia, PA 16059

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

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PURCHASERS:



Raymond Pronto

Address: 2111 Farm View Dr
Mocon Twp., PA 15108

TRADEMARK

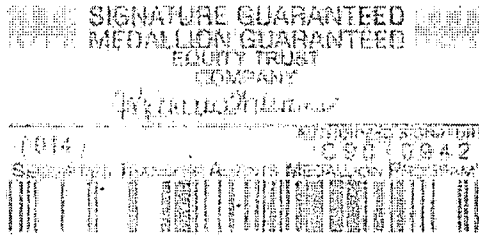
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SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: Gerald K. Gumpf
Name: GERALD K GUMPF
Title: _____
Address: 2505 MINTON DRIVE
MOON TOWNSHIP, PA 15108

Equity Trust Company, dba
Selling Trust FBO: Gerald Gumpf 141633
[Signature]
Authorized Signor 8/31/09



SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: *Gerald L. Gump*
Name: *GERALD GUMP* *G/K/G 9/18/2009*
Title: _____
Address: *2505 NINTON DRIVE*
Moort Township, PA 15106

My signature of this document is in my capacity as the sole beneficiary of Equity Trust Company, dba Sterling Trust FBO Gerald Gump

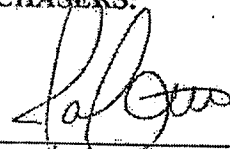
Equity Trust Company, DBA
Sterling Trust FBO *Gerald Gump* *Moort*

Authorized Officer *Gump*

10/5/09

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: 
Name: James A. O'Neil
Title: _____
Address: 93 E. Chevalier Ct
Eighty Four, PA 15330

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

By: *Daniel S Otto*
Name: Daniel S. Otto
Title: _____
Address: 302 Beagle Ct., Moon Twp.
PA, 15108

Equity Trust Company, dba ¹⁴⁴⁴³⁹
Sterling Trust FBO Daniel S. Otto
Ward Kramer
Authorized Signor _{11/16/09}

Equity Trust Company dba Sterling Trust, Custodian
FBO Daniel S. Otto A/C 144439
P.O. Box 2526, Waco, TX 76702-2526
7901 Fish Pond Road, Waco, TX 76710
Tax ID 05-0552743 Phone (254) 751-1505 Ext. 5396
E-Mail: IRAServices@sterlingtrustcompany.com

TRADEMARK

REEL: 004110 FRAME: 0659

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

SEA Venture Capital Fund - Bridge CN-09, L.P.

By: *Mark E. McDonnell*

Name: MARK E. McDONNELL

Title: VICE PRESIDENT

Address: 20 STANWICK STREET SUITE 650

Pittsburgh PA 15222

TRADEMARK

REEL: 004110 FRAME: 0660

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PURCHASERS:

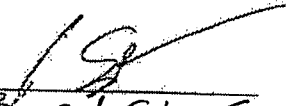
By: C. Serfezi 
Name: CAROLAN SERFEZI and Calin Serfezi
Title: _____
Address: 3 MADON STREET
3117 LITASSOL
CYPRUS

EXHIBIT A OF IP SECURITY AGREEMENT

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

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

Kenneth B. Skolnick

Carole Skolnick

Thomas M. Mason

Steven K. Ludwig

Todd M. Thomas

Raymond Pronto

Sterling Trust Custodian FBO Gerald K. Gumpf 141633

James A. Otto

Equity Trust Company, dba Setrling Trust, Custodian FBO Daniel S. Otto 144439

SEA Venture Capital Fund – Bridge CN-09, L.P.

Carmen and Calin Serfezi

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

AMENDMENT NO. 1
TO
JUNE 2009 CONVERTIBLE NOTE PURCHASE AGREEMENT,
NOTES AND IP SECURITY AGREEMENT

This Amendment No. 1 to June 2009 Convertible Note Purchase Agreement, Notes and IP Security Agreement ("Amendment") is made and entered into as of the 19th day of August, 2009 ("Amendment Effective Date"), by and among Bridge Semiconductor Corporation, a Pennsylvania corporation (the "Company") and the individuals and entities listed in Exhibit A hereto (the "Purchasers").

WITNESSETH:

WHEREAS, the Company and the Purchasers entered into that certain Convertible Note Purchase Agreement effective as of June 8, 2009 (the "June 2009 Purchase Agreement") pursuant to which the Company issued to the Purchasers certain Secured Convertible Promissory Notes (the "Notes");

WHEREAS, the Company and the Purchasers also entered into that certain Intellectual Property Security Agreement effective as of June 8, 2009 (the "June 2009 IP Security Agreement");

WHEREAS, the June 2009 Purchase Agreement, each of the Notes, and the June 2009 IP Security Agreement may be amended, and any rights therein may be waived, with the written consent of the Company and a Majority-in-Interest (as defined in the Notes); and

WHEREAS, the Company and a Majority-in Interest desire to amend the June 2009 Purchase Agreement, each of the Notes and the June 2009 IP Security Agreement as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Recitals/Definitions. The recitals set forth above are incorporated into and made a part of this Amendment.

2. Offering Amount

2.1 In the fifth line of the Recitals of the June 2009 Purchase Agreement, the words "up to Three Million Dollars (\$3,000,000)" are hereby deleted and replaced by "up to Three Million and Seven Hundred and Fifty Thousand Dollars (\$3,750,000)".

2.2 In Section 6.1 of the June 2009 Purchase Agreement, the figure "\$3,000,000" is hereby deleted and replaced by "\$3,750,000".

3. Majority in Interest. Section 2(d) of each of the Notes is hereby amended and restated in its entirety as follows (changes of substance are underlined):

For purposes of this Note, "Majority-in-Interest" shall be defined as the Purchasers who own in excess of fifty percent (50%) of the aggregate principal amount of all of the (1) Notes purchased and issued under the Purchase Agreement, and (2) Original Secured Convertible Notes (as hereinafter defined) purchased and issued under the Convertible Note Purchase Agreement effective as of March 1, 2009; provided, however, that a Majority-in-Interest shall not be deemed to exist or be constituted without the written consent of Ken Skolnick, Zon Capital Partners, L.P., the Delaware Crossing Representative (as such term is defined in the Original Secured Convertible Notes), and Raymond Pronto.

4. Conversion. Section 3 of each of the Notes is hereby amended and restated in its entirety as follows (changes of substance are underlined):

(a) ~~If at any time after February 27, 2010,~~ (i) the Holder elects to convert all outstanding and accrued principal and interest on this Note into Series A-1 Preferred Stock, and provides a Holder Notice to Maker in accordance with Section 2(b) hereof to that effect, or (ii) a Majority-in-Interest elects to convert all outstanding and accrued principal and interest on this Note and the other notes issued pursuant to the Purchase Agreement into Series A-1 Preferred Stock, and provides a Majority Notice to Maker in accordance with Section 2(b) hereof to that effect, this Note shall cease to accrue principal and interest and shall be automatically converted, in whole and not in part, into shares of Series A-1 Preferred Stock, at a purchase price of \$0.489105 per share of Series A-1 Preferred Stock (representing a 25% discount to the purchase price of \$0.65214 per share of Series A-1 Preferred Stock). Upon conversion of this Note in accordance with this Section 3(a), the Holder, as a holder of Series A-1 Preferred Stock, shall be entitled to the same rights, preferences and privileges as are afforded generally to the other holders of Series A-1 Preferred Stock.

(b) If a Conversion Event should occur, this Note shall cease to accrue principal and interest and shall be automatically converted, in whole and not in part, (i) in the event of a Private Offering, into shares of the series of preferred stock to be issued by the Maker in the Private Offering and into any other accompanying securities to be issued by the Maker in the Private Offering (collectively, the "Preferred Stock") at a twenty-five percent (25%) discount to the per share purchase price of the Preferred Stock issued in such Private Offering; and (ii) in the event of a Conversion Milestone, into shares of Series A-1 Preferred Stock, at a purchase price of \$0.489105 per share of Series A-1 Preferred Stock (representing a 25% discount to the purchase price of \$0.65214 per share of Series A-1 Preferred Stock). Upon conversion of this Note in accordance with this Section 3(b), the Holder, as a holder of Preferred Stock or Series A-1 Stock, as applicable, shall be entitled to the same rights, preferences and privileges as are afforded generally to the other purchasers of Preferred Stock in the Private Offering or the Series A-1 Preferred Stock, as applicable.

(c) In the event of a Change of Control, then the principal of this Note and all accrued but unpaid interest shall, at the option of the Holder, either (i) convert, immediately prior to the consummation of such Change of Control, into shares of the Maker's Series A-1 Preferred Stock at a purchase price of \$0.489105 per share of Series A-1 Preferred Stock (representing a 25% discount to the purchase price of \$0.65214 per share of Series A-1 Preferred Stock), ~~twenty five percent (25%) discount to the per share purchase price of the Series A-1 Preferred Stock, in such Change of Control,~~ or (ii) become immediately due and payable upon the consummation of such Change of Control.

A conversion pursuant to this Section 3(c) is referred to as a "Change of Control Conversion". The Maker agrees to provide the Holder with at least ten (10) days' written notice prior to the consummation of any Change of Control, and the Holder agrees to inform the Maker no later than five (5) days after receipt of such notice of its election with regard to the principal and interest on this Note.

(d) Upon the conversion of this Note as set forth in this Section 3, or upon its full repayment, this Note shall automatically be canceled and the Holder shall cease to have any rights herein, except as otherwise provided herein or by applicable law.

(e) As promptly as practicable, and in any event within thirty (30) business days after a surrender of this Note for conversion hereunder, to the extent such action is within the

Maker's control, the Maker shall deliver or cause to be delivered to the Holder, stock certificates representing the stock into which the Note shall have been converted. Notwithstanding the foregoing, the Maker shall not be required to issue the applicable stock upon surrender of this Note for conversion, and no surrender of this Note shall be effective for that purpose, if additional time is necessary to comply with applicable laws in the Maker's reasonable discretion; provided, however, that such conversion shall become effective immediately upon compliance with such laws as if the conversion had been made when this Note was initially surrendered; provided, further, that each Holder shall first execute all documents that are (i) required to be executed by investors purchasing Series A-1 Preferred Stock (in connection with a conversion pursuant to Section 3(a) hereof, or in connection with a conversion resulting from a Conversion Milestone pursuant to Section 3(b) hereof); and (ii) required to be executed by investors in the Private Offering in connection therewith (in connection with a conversion pursuant to Section 3(b) hereof). For purposes of this paragraph, surrender of this Note shall be made by sending it to the Maker by overnight mail with written notice of the Holder's intent to convert the Note into such Preferred Stock, and the date of surrender shall be deemed to be the day on which this Note is placed in overnight mail by the Holder.

(f) Notwithstanding the above, upon a Change of Control Conversion pursuant to Section 3(c) hereof, the Maker shall not be required to deliver or cause to be delivered to the Holder stock certificates representing the Series A-1 Preferred Stock into which the Note shall have been converted, but that the Holder will instead receive the proceeds issuable to a holder of such shares of Series A-1 Preferred Stock upon the consummation of such Change of Control transaction; provided, however, that each Holder shall first execute all documents that are required to be executed by all shareholders in the Change of Control; provided, further, that the Holder shall surrender this Note in connection with such Change of Control Conversion. For purposes of this paragraph, surrender of this Note shall be made by sending it to the Maker by overnight mail with written notice of the Holder's intent to convert the Note into such Series A-1 Preferred Stock, and the date of surrender shall be deemed to be the day on which this Note is placed in overnight mail by the Holder.

(g) In the event this Note is converted into stock as set forth herein, no fractional shares of such stock will be issued in connection with such conversion. In lieu of fractional shares which would otherwise be issuable, the Maker shall pay cash equal to the product of such fraction multiplied by the per share price used in the conversion.

(h) The Maker covenants and agrees that it will, immediately prior to the consummation of any conversion hereunder, take any and all actions required to amend to the Maker's articles of incorporation to increase the authorized number of shares of Series A-1 Preferred Stock or other Preferred Stock (as applicable) to permit the conversion of this Note and all other Notes issued pursuant to the Purchase Agreement.

5. Events of Default; Remedies. In Section 4(a)(vi) of each of the Notes, the reference to Section 3(i) is hereby deleted and replaced by a reference to Section 3(h).

6. Intellectual Property Rights. The term "Intellectual Property Rights" defined in Section 3.7(a) of the June 2009 Purchase Agreement and Section 1(c) of the June 2009 IP Security Agreement shall include, without limitation, patent applications.

7. Security Interest

7.1 The first sentence of Section 6.1 of the June 2009 Purchase Agreement is hereby amended and restated in its entirety as follows (changes of substance are underlined):

The Notes issued by the Company to the Purchasers hereunder shall be secured by all of the Company's assets, including without limitation, its equipment, inventory, receivables and Intellectual Property Rights (whether now held or hereinafter acquired, and all proceeds thereof), including without limitation, those listed in Schedule 3.7 hereto (collectively, the "Lien").

7.2 The first sentence of Section 5(a) of each of the Notes is hereby amended and restated in its entirety as follows (changes of substance are underlined):

This Note shall be secured by a lien on all of all of the Maker's assets, including without limitation, its equipment, inventory, receivables, and Intellectual Property Rights (as such term is defined in the Purchase Agreement) of the Maker (whether now held or hereinafter acquired, and all proceeds thereof), including without limitation, those listed in Schedule 3.7 of the Purchase Agreement (collectively, the "Lien").

7.3 Section 1(a) of the June 2009 IP Security Agreement is hereby amended and restated in its entirety as follows (changes of substance are underlined):

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 all of its assets, including without limitation 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").

8. Miscellaneous

8.1 Except as specifically set forth herein, the June 2009 Purchase Agreement, the Notes and the June 2009 IP Security Agreement shall remain in full force and effect.

8.2 The June 2009 Purchase Agreement, the Notes and the June 2009 IP Security Agreement, as amended by this Amendment, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous representations, agreements, undertakings and negotiations with respect thereto.

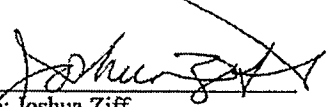
8.3 This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

8.4 This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions.

[Remaining Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

BRIDGE SEMICONDUCTOR CORPORATION

By: 
Name: Joshua Ziff
Title: President

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

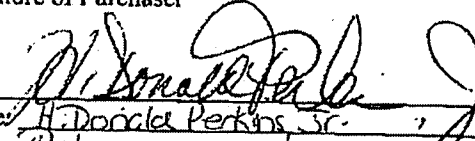
TRADEMARK
REEL: 004110 FRAME: 0668

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: Zon Capital Partners, LP.

Signature of Purchaser


By: 
Name: H. Donald Perkins, Jr.
Title: Partner

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: Kenneth Skolnick

Signature of Purchaser

By: 
Name: _____
Title: _____


Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: KBSMD PC Deferred Benefit Plan

Signature of Purchaser

By: 
Name: Kenneth Skolnick
Title: Trustee

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A MAJORITY-IN-INTEREST:

Printed name of Purchaser: CAROL SKOLNICK

Signature of Purchaser

By: Carol Skolnick
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: DONALD J DINELLO

Signature of Purchaser: Donald J. Dinello

By: _____
Name: _____
Title: _____

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

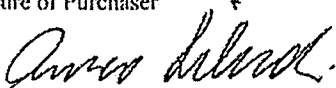
TRADEMARK
REEL: 004110 FRAME: 0673

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: LIBERALI ENRICO

Signature of Purchaser

By: 
Name: LIBERALI ENRICO
Title: _____

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

TRADEMARK
REEL: 004110 FRAME: 0674

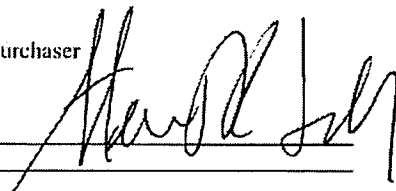
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: STEVEN K LUDWIG

Signature of Purchaser

By: _____
Name: _____
Title: _____



8/4/2009

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

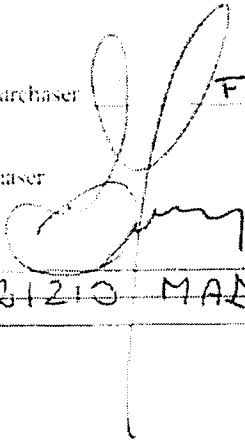
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST

Printed name of Purchaser

FABRIZIO MADAMA

Signature of Purchaser



By:

Name:

FABRIZIO MADAMA


Title:

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: THOMAS MASON

Signature of Purchaser

By: 
Name: THOMAS MASON
Title: _____

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

TRADEMARK
REEL: 004110 FRAME: 0677

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: Michael P. Murphy

Signature of Purchaser Michael P. Murphy

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: Angelo Napoleone

Signature of Purchaser

By: Angelo Napoleone
Name: Angelo Napoleone
Title: _____

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

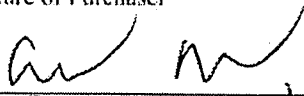
TRADEMARK
REEL: 004110 FRAME: 0679

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

PURCHASERS REPRESENTING A
MAJORITY-IN-INTEREST:

Printed name of Purchaser: Edward NAPOLKOFF

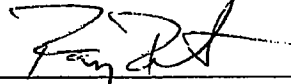
Signature of Purchaser

By: 
Name: EDWARD NAPOLKOFF
Title: _____

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

TRADEMARK
REEL: 004110 FRAME: 0680

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.



Raymond Prohito

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

TRADEMARK
REEL: 004110 FRAME: 0681

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

[Handwritten Signature]

Equity Trust Company, dba
Steering Trust FBO: *Gerald Gumpf* 141033

[Handwritten Signature]
Authorized Signor 9/1/09

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
EQUITY TRUST COMPANY
00510942

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

IT IS WITNESSED WHEREOF the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date

David L. King 6/14/2009

My signature of this document is in my capacity as the sole beneficiary of Equity Trust Company, dba Sterling Trust FBO Gerald Grant

Equity Trust Company, dba
Sterling Trust FBO: Gerald Grant 141237
[Signature]
Authorized Signer

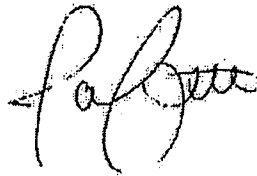
Equity Trust Company, dba Sterling Trust FBO Gerald Grant
141237

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

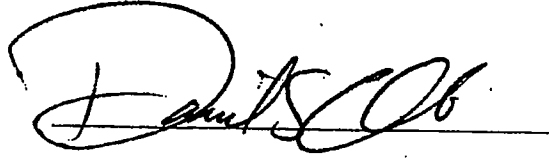
Printed name of Purchaser:

James A. OTTO

Signature of Purchaser

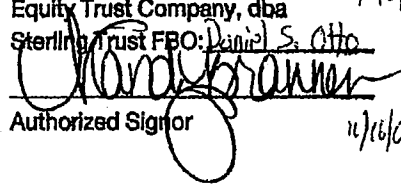


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.



Equity Trust Company, dba
Sterling Trust FBO: Daniel S. Otto

144439


Authorized Signor

11/16/09

Equity Trust Company dba Sterling Trust, Custodian
FBO Daniel S. Otto A/C 144439
P.O. Box 2526, Waco, TX 76702-2526
7901 Fish Pond Road, Waco, TX 76710
Tax ID 05-0552743 Phone (254) 751-1505 Ext. 5396
E-Mail: IRAServices@sterlingtrustcompany.com

Amendment No. 1 to June 2009 Convertible Note Purchase Agreement,
Notes and IP Security Agreement

TRADEMARK

REEL: 004110 FRAME: 0685

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

SEA Venture Capital Fund - Bridge CN-09, L.P.

By: Mark E. McDonnell

Name: MARK E MCDONNELL

Title: VICE PRESIDENT

Address: 20 STANWICK ST SUITE 650

Pittsburgh PA 15222
15222

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment as of the Amendment Effective Date.

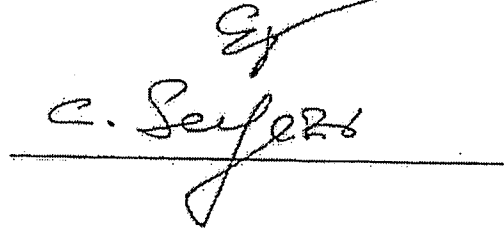

A handwritten signature in cursive, appearing to read 'C. Serfezi', is written above a solid horizontal line. The signature is written in dark ink and is positioned to the right of the center of the page.

EXHIBIT A

PURCHASERS

(List to be updated, from time to time, in accordance with the list of Purchasers set forth
in the June 2009 Purchase Agreement)

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

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Thomas M. Mason

Steven K. Ludwig

Todd M. Thomas

Raymond Pronto

Sterling Trust Custodian FBO Gerald K. Gumpf 141633

James A. Otto

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SEA Venture Capital Fund – Bridge CN-09, L.P.

Carmen and Calin Serfezi