

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
Delphon Industries, LLC		12/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	Mail Code 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2632661	GEL-FILM	
Registration Number:	2632660	GEL-TRAY	
Registration Number:	2303631	GEL-PAK	
CORRESPONDENCE DATA			
Fax Number:	(734)930-2494		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	734-761-3780		
Email:	asujek@bodmanllp.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman LLP		
Address Line 1:	201 South Division, Ste 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
Signature:	/Angela Alvarez Sujek/		

OP \$90.00 2632661

Date:

01/07/2010

Total Attachments: 5

source=Delphon Industries IPSA#page1.tif

source=Delphon Industries IPSA#page2.tif

source=Delphon Industries IPSA#page3.tif

source=Delphon Industries IPSA#page4.tif

source=Delphon Industries IPSA#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Delphon Industries)**

This Intellectual Property Security Agreement is entered into as of December 30, 2009 by and between COMERICA BANK ("Bank") and DELPHON INDUSTRIES, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and Delphon Holdings, Inc, a Delaware corporation (collectively, "Borrowers" and sometimes each referred to herein as a "Borrower") (the "Loans") in the amounts and manner set forth in (i) that certain Loan and Security Agreement (Accounts and Inventory) by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), (ii) that certain Installment Note dated of even date herewith made in the amount of \$1,400,000 by Borrowers payable to Bank (the "Installment Note") and (iii) that certain Equipment Line Note dated of even date herewith made in the amount of \$500,000 by Borrowers payable to Bank ("Equipment Line" and together with the Loan Agreement and the Installment Note referred to herein as the "Credit Documents"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrowers under the Credit Documents.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Documents and all other agreements now existing or hereafter arising between Borrowers and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations of Borrowers under the Credit Documents and under any other agreement now existing or hereafter arising between Bank and either Borrower, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

31398 Huntwood Avenue
Hayward, CA 94544

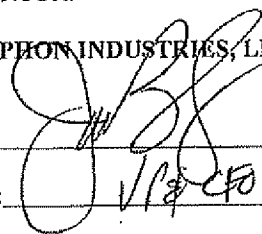
Attn: JAMES By

Address of Bank:

Comerica Bank
39200 Six Mile Road
Mail Code 7578
Livonia, MI 48152

GRANTOR:

DELPHON INDUSTRIES, LLC

By: 

Title: V.P. CFO

BANK:

COMERICA BANK

By: 

Title: Vice President

EXHIBIT A

Copyrights

Title ¹	Reg. No.	Reg. Date
	V346D470	5/14/01

¹ Title not supplied for public records.

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Method for reconstructing an integrated circuit package using lapping	10/041720	1/7/02	6,884,663	4/26/05
Method for deconstructing an integrated circuit package using lapping	10/041717	1/7/02	6,813,828	11/9/04
Tape carrier for electronic and electrical parts	08/926345	9/9/97	5,908,114	6/1/99

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
GEL-FILM	76/066254	6/7/00	2,632,661	10/8/02
GEL-TRAY	76/065489	6/6/00	2,632,660	10/8/02
GEL-PAK	75/476114	4/28/98	2,303,631	12/28/99

Detroit_974143_2