

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SHOCKING TECHNOLOGIES, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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 Grantor under the Loan Agreement.

B. 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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.

TRADEMARK

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Jul 14, 2010 3:02PM

No. 1269 P. 2

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.

GRANTOR:

Address of Grantor:

SHOCKING TECHNOLOGIES, INC.

5870 Hillview Avenue
Sunnyvale, CA 95138

By: [Signature]
Title: President & CEO

Attn:

BANK:

Address of Bank:

SILICON VALLEY BANK

2100 Hingover Street
Palo Alto, CA 94301

By: _____
Title: _____

Attn: Liam Falkbahr

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.

GRANTOR:

Address of Grantor:

SHOCKING TECHNOLOGIES, INC.

5570 Hellyer Avenue
San Jose, CA 95138

By: _____

Title: _____

Attn:

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304

By: *Liam Fairbairn*

Attn: Liam Fairbairn

Title: *Relationship Manager*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DEVICE APPLICATIONS FOR VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING HIGH ASPECT RATIO PARTICLES	7695644	01/31/2008
CURRENT CARRYING STRUCTURE USING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL	6797145	05/01/2003
METHODS FOR FABRICATING CURRENT-CARRYING STRUCTURES USING VOLTAGE SWITCHABLE DIELECTRIC MATERIALS	7446030	02/24/2005

Patent Applications

SYSTEM AND METHOD FOR INCLUDING PROTECTIVE VOLTAGE SWITCHABLE DIELECTRIC MATERIAL IN THE DESIGN OR SIMULATION OF SUBSTRATE DEVICES	11860530	12/18/2008
LIGHT-EMITTING DEVICE USING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL	11562289	08/07/2007
TECHNIQUE FOR PLATING SUBSTRATE DEVICES USING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL AND LIGHT ASSISTANCE	11860522	03/27/2008
CORE LAYER STRUCTURE HAVING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL	12541963	02/25/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL CONTAINING CONDUCTOR-ON-CONDUCTOR CORE SHELL PARTICLES	12638360	04/15/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL CONTAINING INSULATIVE AND/OR LOW-DIELECTRIC CORE SHELL PARTICLES	12638632	06/17/2010
SEMICONDUCTOR DEVICES INCLUDING VOLTAGE SWITCHABLE MATERIALS FOR OVER-VOLTAGE	11602881	05/24/2007

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PROTECTION

VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING CONDUCTIVE OR SEMI-CONDUCTIVE ORGANIC MATERIAL	11829946	02/07/2008
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING HIGH ASPECT RATIO PARTICLES	11829948	02/07/2008
DEVICE APPLICATIONS FOR VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING CONDUCTIVE OR SEMI-CONDUCTIVE ORGANIC MATERIAL	11829951	02/14/2008
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL INCORPORATING MODIFIED HIGH ASPECT RATIO PARTICLES	12193603	02/26/2009
METHODS FOR FABRICATING CURRENT-CARRYING STRUCTURES USING VOLTAGE SWITCHABLE DIELECTRIC MATERIALS	12284790	02/19/2009
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING BONDED PARTICLE CONSTITUENTS	12356490	08/27/2009
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL WITH SUPERIOR PHYSICAL PROPERTIES FOR STRUCTURAL APPLICATIONS	12370589	09/03/2009
VOLTAGE SWITCHABLE DIELECTRIC MATERIALS WITH LOW BAND GAP POLYMER BINDER OR COMPOSITE	12407346	10/01/2009
SUBSTRATE DEVICE OR PACKAGE USING EMBEDDED LAYER OF VOLTAGE SWITCHABLE DIELECTRIC MATERIAL IN A VERTICAL SWITCHING CONFIGURATION	12417589	10/15/2009
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL CONTAINING BORON COMPOUND	12561195	03/18/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL CONTAINING CONDUCTIVE CORE SHELL PARTICLES	12571318	04/15/2010
GEOMETRIC AND ELECTRIC FIELD CONSIDERATIONS FOR INCLUDING TRANSIENT PROTECTIVE MATERIAL IN SUBSTRATE DEVICES	12607952	05/06/2010
METAL DEPOSITION	12608297	02/18/2010
METAL DEPOSITION	12608301	02/18/2010
METAL DEPOSITION	12608309	02/18/2010

METAL DEPOSITION	12608315	02/25/2010
METAL DEPOSITION	12608326	02/25/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL INCORPORATING P AND N TYPE MATERIAL	12642799	06/24/2010
WIRELESS COMMUNICATIONS DEVICE	11562222	02/25/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING A QUANTITY OF CARBON NANOTUBES DISTRIBUTED THEREIN	12714354	02/26/2010
METHOD FOR CREATING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL	12714358	02/26/2010
STEPPED BANDGAP	11903820	09/24/2007
METHOD FOR ELECTROPLATING A SUBSTRATE	12703723	02/10/2010
VOLTAGE SWITCHABLE DIELECTRIC MATERIAL HAVING POLYMER MATRIX WITH IMPROVED CURRENT MOBILITY UNDER HIGH FIELD	12692573	01/22/2010
SUBSTRATES HAVING VOLTAGE SWITCHABLE DIELECTRIC MATERIALS	12694702	01/22/2010
DISCRETE COMPONENT FOR HANDLING TRANSIENT ELECTRICAL EVENTS USING VOLTAGE SWITCHABLE DIELECTRIC MATERIAL	12731557	01/22/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CATCH THE SPARK	77-208,991	Aug. 12, 2008
SHOCKING TECHNOLOGIES	77-208,985	Aug. 5, 2008
GLOBAL ESD PROTECTION	77-208,973	Aug. 12, 2008
SHOCKING TECHNOLOGIES	77-208,968	Aug. 12, 2008
XSEED	77-208,939	Aug. 5, 2008
XSTATIC	77-208,936	June 18, 2007