

07-29-2010

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103603016

JUL 27 2010

To the Director of the U. S. Patent and Trademark Office

Transmit the following information to the new address(es) below.

7-27-10

**1. Name of conveying party(ies):**

Coulomb Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) 6/29/10

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Venture Lending & Leasing V, Inc. and  
 Internal  
 Address: Venture Lending & Leasing VI, Inc.  
 Street Address: 2010 North First Street  
 City: San Jose  
 State: CA  
 Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
77/494,352;

B. Trademark Registration No.(s)  
3,655,700; 3,655,704

Additional Trademark(s) attached? 000174534  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

CHECK Refund Total: \$25.00

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jeffrey T. Klugman

Internal Address:

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA

Zip: 94111

Phone Number: 415-981-2010

Fax Number: 415-777-4961

Email Address:

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

07/29/2010 HTON11 00000004 77494352

Deposit Account FC:8521 40.00 OP  
02 FC:8522 50.00 OP  
 Authorized USFC:9998 25.00 OP

**9. Signature:**

Signature

7/26/10

Date

Jeffrey T. Klugman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

ORIGINAL

This Intellectual Property Security Agreement (this "Agreement") is made as of June 29, 2010, by and between COULOMB TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("VLL5") and VENTURE LENDING & LEASING VI, INC. ("VLL6"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

A. Pursuant to (i) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL6, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations

and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Except as shall be consistent with commercially reasonable practices, Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

(f) Except as shall be consistent with commercially reasonable practices, Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Subject to the immediately preceding sentence, Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

### 3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as

appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to Section 3 of Part 2 of the Supplement to the Loan Agreement, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL5, on the one hand, and Grantor and VLL6, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL5 and VLL6. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL5 and VLL6, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL5 and VLL6, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL5 and/or VLL6 independently of one another. The security interests granted by Grantor to each of VLL5 and VLL6 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

COULOMB TECHNOLOGIES, INC.

1692 Dell Avenue  
Campbell, CA 95008  
Attn: Chief Financial Officer

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

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

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

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

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

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

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

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

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

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of June [\_\_\_], 2010, by and between COULOMB TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING V, INC. ("VLL5") and VENTURE LENDING & LEASING VI, INC. ("VLL6"), both Maryland corporations (sometimes referred to herein individually or together as "Secured Party").

RECITALS

C. Pursuant to (i) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL5, as lender, and (ii) that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and VLL6, as lender, as such agreements may from time to time be amended, restated, supplemented or otherwise modified (individually and together, the "Loan Agreement"), Secured Party 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 the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

D. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

7. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral") for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including



without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

8. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Except as shall be consistent with commercially reasonable practices, Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

(f) Except as shall be consistent with commercially reasonable practices, Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Subject to the immediately preceding sentence, Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

9. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to Section 3 of Part 2 of the Supplement to the Loan Agreement, after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

10. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL5, on the one hand, and Grantor and VLL6, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL5 and VLL6. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL5 and VLL6, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL5 and VLL6, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL5 and/or VLL6 independently of one another. The security interests granted by Grantor to each of VLL5 and VLL6 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

*[Signature Pages Follow]*

ORIGINAL

[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

1692 Dell Avenue  
Campbell, CA 95008  
Attn: Chief Financial Officer

COULOMB TECHNOLOGIES, INC.

By: Praveen K Mandala  
Name: PRAVEEN K MANDAL  
Its: PRESIDENT

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING V, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

VENTURE LENDING & LEASING VI, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**GRANTOR:**

Address of Grantor:

COULOMB TECHNOLOGIES, INC.

1692 Dell Avenue  
Campbell, CA 95008  
Attn: Chief Financial Officer

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

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

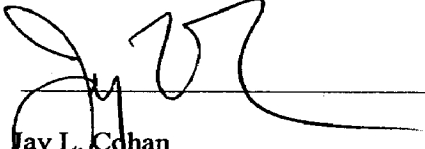
Its: \_\_\_\_\_

**SECURED PARTY:**

Address of Secured Party:

VENTURE LENDING & LEASING V, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

Name: Jay L. Cohan

Its: Vice President

Address of Secured Party:

VENTURE LENDING & LEASING VI, INC.

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: Chief Financial Officer

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

Name: Jay L. Cohan

Its: Vice President

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

47558/0001  
JTK/379446.2

## EXHIBIT B

## Patents

Description			Patent Number/Serial Number	Patent Issue Date /Application Date
Title	Type	Status		
Vehicle Charging Station Having a Dual Position Locking Door	Non-Provisional Utility	Pending	Ser. No. 12/177,062	App. Date Jul 21, 2008
Vehicle Charging Station Having A Dual Position Locking Door	PCT	Pending	Ser. No. PCT/US2009/050707	App. Date Jul 15, 2009
Electrical Circuit Sharing For Electric Vehicle Charging Stations	Non-Provisional Utility	Pending	Ser. No. 12/508,488	App. Date Jul 23, 2009
Street Light Mounted Network-Controlled Charge Transfer Device For Electric Vehicles	Non-Provisional Utility	Pending	Ser. No. 12/505,394	App. Date Jul 17, 2009
Network-Controlled Charging System For Electric Vehicles	Provisional	Expired	Ser. No. 61/082,462	App. Date Jul 21, 2008
Detecting And Responding To Unexpected Electric Vehicle Charging Disconnections	Non-Provisional Utility	Pending	Ser. No. 12/372,724	App. Date Feb 17, 2009
Detecting And Responding To Unexpected Electric Vehicle Charging Disconnections	PCT	Pending	Ser. No. PCT/US2010/024502	App. Date Feb 17, 2010
System And Method For Managing Electric Vehicles	Non-Provisional Utility	Pending	Ser. No. 12/372,721	App. Date Feb 17, 2009
System And Method For Managing Electric Vehicles	PCT	Pending	Ser. No. PCT/US2010/024500	App. Date Feb 17, 2010
Transmitting Notification Messages For An Electric Vehicle Charging Network	Non-Provisional Utility	Pending	Ser. No. 12/372,726	App. Date Feb 17, 2009
Transmitting Notification Messages For An Electric Vehicle Charging Network	PCT	Pending	Ser. No. PCT/US2010/024496	App. Date Feb 17, 2010
Overcurrent And Ground Fault	Non-	Pending	Ser. No.	App. Date

Protection In A Networked Charging Station For Electric Vehicles	Provisional Utility		12/477,089	Jun 3, 2009
Authorization In A Networked Electric Vehicle Charging System	Non-Provisional Utility	Pending	Ser. No. 12/508,475	App. Date Jul 23, 2009
Electric Vehicle Charging And Accounting	Non-Provisional Utility	Pending	Ser. No. 12/641,284	App. Date Dec 17, 2009
Electric Vehicle Charging Station	Design	Issued	Pat. No. D613,683 Ser. No. 29/340,435	Issue Date Apr 13, 2010 App. Date Jul 17, 2009
Electric Vehicle Charging Station	Design	Issued	Pat. No. D618,168 Ser. No. 29/340,436	Issue Date Jun 22, 2010 App. Date Jul 17, 2009
Method And Apparatus For Electric Vehicle Charging Station Load Management In A Residence	Non-Provisional Utility	Pending	Ser. No. 12/641,285	App. Date Dec 17, 2009
Event Time Management In An Electric Vehicle Charging Station Without A Battery-Backed Real Time Clock	Non-Provisional Utility	Pending	Ser. No. 12/709,361	App. Date Feb 19, 2010
Self Powered Electric Vehicle Charging Connector Locking System	Non-Provisional Utility	Pending	Ser. No. 12/764,845	App. Date Apr 21, 2010
Electric Vehicle Charging Station Host Definable Pricing	Non-Provisional Utility	Pending	Ser. No. 12/697,188	App. Date Jan 29, 2010
Safety Supervisory Module Of An Electric Vehicle Charging Station	Non-Provisional Utility	Pending	Ser. No. 12/780,766	App. Date May 14, 2010
Network-Controlled Charging System For Electric Vehicles	Non-Provisional Utility	Pending	Ser. No. 12/013,296	App. Date Jan 11, 2008
Network-Controlled Charging System For Electric Vehicles	PCT	Pending	Ser. No. PCT/US2009/030276	App. Date Jan 7, 2009
Network-Controlled Charging System For Electric Vehicles	Provisional	Expired	Ser. No. 61/019,474	App. Date Jan 7, 2008
Collection Of Electric Vehicle	Non-	Pending	Ser. No.	App. Date



Power Consumption Tax	Provisional Utility		12/335,274	Dec 15, 2008
Collection Of Electric Vehicle Power Consumption Tax	Provisional	Expired	Ser. No. 61/081,333	App. Date Jul 16, 2008

## EXHIBIT C

## Trademarks

<u>Description</u>			<u>Registration/</u> <u>Application</u> <u>Number</u>	<u>Registration/</u> <u>Application</u> <u>Date</u>
<u>Mark</u>	<u>Country</u>	<u>Goods/Services</u>		
CHARGEPOINT	United States	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces, in International Class 9	Reg. No. 3655700	Reg. Date 7/14/2009
CHARGEPOINT	United States	Technical consulting services related to establishment of a network of electrical charging stations, outlets, and meters for electrical charging, electrical storage, and electricity billing, in International Class 42	Reg. No. 3655704	Reg. Date 7/14/2009
SMARTLET	United States	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces, in International Class 9	App. No. 77494352	App. Date 6/9/2008
COULOMB TECHNOLOGIES  (Abandoned)	United States	Consulting services related to establishment of a network of electrical charging stations, outlets, meters for electrical charging and storage, in International Class 42	App. No. 77494524  (Abandoned)	App. Date 6/9/2008  (Abandoned)
CHARGEPOINT	Canada	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces  Technical consulting services related to establishment of a network of electrical charging stations, outlets and meters for electrical charging, electrical storage, and	App. No. 1420227	App. Date 11/24/2008

		electricity billing.		
<b>ChargeP*Int</b>	European Union (CTM)	<p>Computer hardware and software; smart cards; RFID cards and RFID readers; electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces; electrical and electronic apparatus and instruments for recharging and maintenance of accumulators and batteries; vending machines; apparatus for validating, reading and debiting of monetary credit values or other data stored in or on memory cards or keys; card- or key-controlled apparatus for dispensing electricity or other energy; telecommunication apparatus and instruments; encoded cards; stored value cards, smart cards; parts and fittings for the aforesaid goods, in International Class 9</p> <p>Arranging subscriptions to a physical network of electrical charging stations; retailing of electrical power; franchising, namely providing of business know-how, support and assistance in the running of electrical charging stations; business management of electrical charging stations for others; providing advertising, promotional and business information services in the field of electrical charging stations and plug-in vehicles, in International Class 35</p> <p>Installation, maintenance and repair of computer hardware; installation, maintenance and repair of electrical charging stations and plug-in vehicles, in International Class 37</p> <p>Technical consulting services related to establishment of a network of electrical charging stations, outlets, and meters for electrical charging, electrical storage, and electricity billing; providing technical information services in the field of electrical charging stations and plug-in vehicles; technical assistance services provided by</p>	Reg. No. 008354714	Reg. Date 2/22/2010

		telephone; hosting online facilities for a knowledgebase in the field of electrical charging of plug-in vehicles; installation, maintenance and repair of computer software, in International Class 42		
CHARGEPOINT (Abandoned)	European Union (CTM)	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces, in International Class 9  Technical consulting services related to establishment of a network of electrical charging stations, outlets, and meters for electrical charging, electrical storage, and electricity billing, in International Class 42	App. No. 007421332  (Abandoned)	App. Date 11/26/2008  (Abandoned)
SMARTLET	Canada	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces	App. No. 1420228	App. Date 11/24/2008
SMARTLET	European Union (CTM)	Electrical outlets; electrical charging stations consisting primarily of a chassis, a visual display, a smart card reader, a locking door, an electrical outlet, and a charging cable; bidirectional meters for electricity monitoring; networked communications devices for managing electrical outlets and meters, namely, local and wide-area wired or wireless modems and network interfaces, in International Class 9	Reg. No. 007421415	Reg. Date 6/16/2009

July 26, 2010

**VIA EXPRESS MAIL**

Mail Stop Assignment Recordation Services  
Director of the US Patent & Trademark Office  
PO Box 1450  
Alexandria, VA 22313-1450

Re: Venture Lending & Leasing V, Inc. and Venture Lending & Leasing VI, Inc: Record Assignment of the Patents and Trademarks of Coulomb Technologies, Inc.

Dear Sir or Madam:

Enclosed please find Recordation Form Cover Sheets and related enclosures to record a security interest in the patents and trademarks of Coulomb Technologies, Inc. in favor of Venture Lending & Leasing V, Inc. and Venture Lending & Leasing IV, Inc, along with a check to cover the filing fees.

If there are any questions or comments, please do not hesitate to contact me.

Very truly yours,



Mary V. Rhoads  
Legal Assistant

MVR/jk/enclosures