

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
Pixim, Inc.		03/25/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85133720	DIGITAL PIXEL SYSTEM
Serial Number:	77554808	DIGITAL PIXEL SYSTEM
Registration Number:	3838534	EVERY PIXEL TELLS A STORY
Registration Number:	3549379	DIGITAL PIXEL SYSTEM
Registration Number:	2867318	PIXIM
Registration Number:	2798752	PIXIM

CORRESPONDENCE DATA

Fax Number: (313)496-8454
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3134967562
 Email: spano@millercafield.com
 Correspondent Name: Kristen I. Spano
 Address Line 1: 150 West Jefferson Avenue
 Address Line 2: Suite 2500
 Address Line 4: Detroit, MICHIGAN 48226

CH \$165.00 85133720

ATTORNEY DOCKET NUMBER:	125055-00938
NAME OF SUBMITTER:	Kristen I. Spano
Signature:	/Kristen I. Spano/
Date:	03/30/2011

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of March 25, 2011 by and between **Pixim, Inc.** a California corporation ("Grantor"), and **Comerica Bank**, a Texas banking association ("Secured Party").

RECITALS

A. Secured Party has agreed to lend to Grantor certain funds (the "Loan"), and Grantor desires to borrow such funds from Secured Party pursuant to the terms of that certain Loan and Security Agreement, dated as of March 25, 2011, (the "Loan Agreement"). All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. In order to induce Secured Party to enter into the Loan Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party.

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 indebtedness, obligations and liabilities to Secured Party, 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 (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(f) 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;

(g) 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; and

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

(i) 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 anything to the contrary herein, "Intellectual Property Collateral" shall not include any property to the extent such property, (i) is nonassignable by its terms without the consent of the licensor thereof or another party (but only to the extent such prohibition on transfer is enforceable under applicable law, including, without limitation, Sections 9406 and 9408 of the [California Uniform Commercial] Code), or (ii) the granting of a security interest therein is contrary to applicable law, provided that upon the cessation of any such restriction or prohibition, such property shall automatically become part of the Intellectual Property Collateral; provided that in no case shall the definition of Intellectual Property Collateral exclude any Accounts, proceeds of the disposition of any property, or general intangibles consisting of rights to payment.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. All the covenants, representations and warranties contained in the Loan Agreement are hereby incorporated by reference. Grantor further represents, warrants, covenants and agrees as follows:

(a) Grantor authorizes the Bank to register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, the Security Agreements and attached exhibits set forth in Exhibit D and Exhibit E.

(b) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(c) Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights such documents as are necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder; further, any present or future filings, applications, registrations with any non-U.S. Governmental Authority relative to the Intellectual Property Collateral shall pertain to the same Intellectual Property Collateral as to which filings or registrations have been, or shall have been, previously made with the appropriate U.S. governmental authority or regulatory body, and are made, or shall be made, to preserve or protect Grantor's rights in the Intellectual Property Collateral;

(d) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(e) 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 Intellectual Property Collateral acquired under such contracts, except that certain contracts may be for exclusive (in terms of product and geographic focus only) licenses as permitted under the Loan Agreement and contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts if Grantor is required, in its commercially reasonable judgment, to accept such provisions; and

(f) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral, other than as permitted under the Loan Agreement, or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor authorizes Secured Party to 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, 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 Intellectual Property 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 reasonably 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 Exhibit A, Exhibit B and Exhibit C, thereof, 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 Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and continuance of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

(a) An Event of Default occurs under the Loan Documents; 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 five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual

Property Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence and continuance of an Event of Default. Grantor will pay any reasonable expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement; and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement, the Loan Agreement or any other agreement between Secured Party and Grantor (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

10. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

11. 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.

12. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

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

GRANTOR:

Address of Grantor:

Pixim, Inc.
1395 Charleston Rd.
Mountain View, CA 94043
Attn: _____

PIXIM, INC., a California corporation

By: Leslie Wat
Name: Leslie Wat
Its: Controller

SECURED PARTY

Address of Secured Party:

39200 Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: [Signature]
Name: ROBERT HERNANDEZ
Its: VICE PRESIDENT

[Signature Page – Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Name	Full Title	Copyright Number
Pixim, Inc.	High dynamic range image sensor chip	MW0000016747
Pixim, Inc.	Image processing chip	MW0000016748

EXHIBIT B

Patents

Assignee Name	Title	Patent/Application No.
Pixim, Inc.	Photo-sensor layout for increased quantum efficiency	09821944
Pixim, Inc.	“Black-box” video or still recorder for commercial and consumer vehicles	09850605
Pixim, Inc.	Image Sensor with Sensitivity Control and Sensitivity based Wide Dynamic Range	12788248
Pixim, Inc.	Sense amplifier having a precision analog reference level for use with image sensors	6452152
Pixim, Inc.	Integrated light sensors with back reflectors for increased quantum efficiency	6498336
Pixim, Inc.	Image sensor with light-reflecting via structures	6507083
Pixim, Inc.	Photo-sensor cross-section for increased quantum efficiency	6545258
*Pixim, Inc.	Process-scalable high spatial resolution and low bit resolution CMOS area image sensor	6665012
Pixim, Inc.	Multi-mode Camera and method therefor	6680748
Pixim, Inc.	Multi-channel bit-serial analog-to-digital converter with reduced channel circuitry	6693575
Pixim, Inc.	Imaging system with built-in diagnostics	6726103
Pixim, Inc.	Image sensors with underlying and lateral insulator structures	6737626
Pixim, Inc.	Method and apparatus for optimizing exposure time in	6765619

	image acquisitions	
Pixim, Inc.	Digital image sensor with on-chip programmable logic	6778212
Pixim, Inc.	Electrically and optically symmetrical analog-to-digital converter for digital pixel sensors	6788237
Pixim, Inc.	Dual ported memory for digital image sensor	6791611
Pixim, Inc.	Current sense amplifier circuit	6798250
Pixim, Inc.	Image sensor with charge recycling	6803553
Pixim, Inc.	Modular digital pixel sensor system	6806514
Pixim, Inc.	Memory updating for digital pixel sensors	6922210
Pixim, Inc.	Method for capturing and storing image information for multiple sampling operations in a digital pixel sensor	6963369
Pixim, Inc.	Image sensor with built-in steganographic and watermarking functions	6968072
Pixim, Inc.	Method of defining coefficients for use in interpolating pixel values	6970597
Pixim, Inc.	Multiple sampling via a time-indexed method to achieve wide dynamic ranges	6975355
Pixim, Inc.	Imaging system with multiple boot options	6980239
Pixim, Inc.	Detection of color filter array alignment in image sensors	7027091
Pixim, Inc.	Mobile device equipped with digital image sensor	7038716
Pixim, Inc.	Image sensor and method for implementing optical summing using selectively	7259788

	transmissive filters	
Pixim, Inc.	Image processor with noise reduction circuit	7265784
Pixim, Inc.	Fixed pattern noise subtraction in a digital image sensor	7280141
Pixim, Inc.	Tone correction method using a blending mask	7280705
Pixim, Inc.	Using a time invariant statistical process variable of a semiconductor chip as the chip identifier	7291507
Pixim, Inc.	Digital cmos image sensor incorporating a programmable multi-functional lookup table	7362355
Pixim, Inc.	Digital image capture having an ultra-high dynamic range	7362365
Pixim, Inc.	Removal of stationary noise pattern from digital images	7362911
Pixim, Inc.	Multi-standard video image capture device using a single cmos image sensor	7379105
Pixim, Inc.	Optical package for image sensor with integrated heater	7480006
Pixim, Inc.	Video imaging system including a digital image sensor and a digital signal processor	7483058
Pixim, Incorporated	Circuit and method for gray code to binary conversion	6809666
Pixim, Incorporated	Designs of digital pixel sensors	6809769
Pixim, Incorporated	Circuit and method for pixel rearrangement in a digital pixel sensor readout	6831684
Pixim, Incorporated	Method and apparatus for companding pixel data in a digital pixel sensor	09823843
Pixim, Incorporated	Ambient light rejection in	11460884

	digital video images	
Pixim, Incorporated	Multiplexed multi-channel bit serial analog-to-digital converter	6310571
Pixim, Incorporated	Digital pixel sensor with integrated charge transfer amplifier	6380880
Pixim, Incorporated	Selective analog-to-digital conversion for a digital pixel sensor	6498576
Pixim, Incorporated	Time multiplexing image processing functions for noise reduction	6541751
Pixim, Incorporated	Frequency compensated multiple sampling method for a video digital camera	6542189
Pixim, Incorporated	Digital image sensor with improved color reproduction	6970195
Pixim, Incorporated	CMOS sensor array with a memory interface	6985181
Pixim, Incorporated	Method and apparatus for storing image information for multiple sampling operations in a digital pixel sensor	6987536
Pixim, Incorporated	Automatic detection of fluorescent flicker in video images	7502054
Pixim, Incorporated	Digital image capture having an ultra-high dynamic range	12043897
Pixim, Incorporated	Removal of stationary noise pattern from digital images	7822287
Pixim, Inc.	Apparatus having an image sensor that is variable in spatial resolution and bit resolution and associated method	6552746
Pixim, Inc.	Analog-to-digital converter with multiplexed input channels	6518909

EXHIBIT C

Trademarks

Name	Trademark	Serial/Reg. Number	Assignment
Pixim, Inc.	DIGITAL PIXEL SYSTEM	85133720	None
Pixim, Inc.	DIGITAL PIXEL SYSTEM	77554808	MARK ABANDONED 12/30/2010
Pixim, Inc.	EVERY PIXEL TELLS A STORY	3838534	None
Pixim, Inc.	DIGITAL PIXEL SYSTEM	3549379	None
Pixim, Inc.	PIXIM	2867318	None
Pixim, Inc.	PIXIM	2798752	None

EXHIBIT D

GRANT OF SECURITY INTEREST IN PATENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, PIXIM, INC. a California corporation ("Grantor"), grants to COMERICA BANK, a Texas banking association (in such capacity, "Bank"), a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Patent Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, re-issues, extensions and continuation-in-part of the same, (collectively, the "Patents") described on Exhibit "A".
2. All Proceeds, products, rents and profits of or from any and all the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Patent Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Patent Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of an Intellectual Property Security Agreement dated March 25, 2011 ("Security Agreement") made by Grantor to Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Patent Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[end of grant; signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Patents as of March __, 2011.

Address of Grantor:

Pixim, Inc.
1395 Charleston Rd.
Mountain View, CA 94043
Attn: _____

GRANTOR:

Pixim, Inc.
a California corporation

By: Leslie Wat

Its: Controller

[Signature Page – Grant of Security Interest in Patents]

EXHIBIT A TO GRANT OF SECURITY INTEREST IN PATENTS

U.S. Patents

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Pixim, Inc.	Analog-to-digital converter with multiplexed input channels	6518909

EXHIBIT E

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, PIXIM, INC. a California corporation ("Grantor"), grants to COMERICA BANK, a Texas banking association (in such capacity, "Bank"), a security interest and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

3. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit "A".

4. All Proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of an Intellectual Property Security Agreement dated March 25, 2011 ("Security Agreement") made by Grantor to Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[end of grant; signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Trademark as of March __, 2011.

GRANTOR:

Address of Grantor:

Pixim, Inc.
a California corporation

Pixim, Inc.
1395 Charleston Rd.
Mountain View, CA 94043
Attn: _____

By: Leslie Watts

Its: Controller

[Signature Page – Grant of Security Interest in Trademarks]

EXHIBIT A TO GRANT OF SECURITY INTEREST IN TRADEMARKS

U.S. Trademarks

Name	Trademark	Serial/Reg. Number	Assignment
Pixim, Inc.	DIGITAL PIXEL SYSTEM	85133720	None
Pixim, Inc.	DIGITAL PIXEL SYSTEM	77554808	MARK ABANDONED 12/30/2010
Pixim, Inc.	EVERY PIXEL TELLS A STORY	3838534	None
Pixim, Inc.	DIGITAL PIXEL SYSTEM	3549379	None
Pixim, Inc.	PIXIM	2867318	None
Pixim, Inc.	PIXIM	2798752	None