

04-09-2002

FORM PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)



Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)

102048491

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <b>Serveron Corp (formerly MicroMonitors Inc)</b></p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State- Delaware  <input type="checkbox"/> Other</p>	<p>2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: HA155 Street Address: 3003 Tasman Drive</p>
<p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>City: Santa Clara                      State: CA                      ZIP: 95054</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: 1-31-02</p>	<p><input type="checkbox"/> Individual(s) citizenship  <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership  <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State-Delaware  <input type="checkbox"/> Other</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)	B. Trademark No.(s) <b>2,095,452</b>
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: <b>1</b>
Name: <b>Silicon Valley Bank</b> Internal Address: Loan Documentation HA155 Street Address: 3003 Tasman Dr. City: Santa Clara                      State: Ca                      ZIP: 95054	7. Total fee (37 CFR 3.41):                      \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/08/2002 DBYRNE 00000235 2095452

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9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

*Walter*  
Name of Person Signing

*Walter*  
Signature

3-11-02  
Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002478 FRAME: 0265

## SECOND ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Addendum to Intellectual Property Security Agreement ("Second Addendum") is entered into as of January 31, 2002 by and between SILICON VALLEY BANK ("Bank") and Serveron Corporation ("Grantor").

### RECITALS

A. On or about March 8, 2001, Bank and Grantor's predecessor in interest, Micromonitors, Inc., executed and delivered an Intellectual Property Security Agreement ("Agreement") to secure amounts due under a Loan and Security Agreement of the same date (the "March Loan Agreement"). On or about July 3, 2001, Grantor executed and delivered to Bank an Addendum to Intellectual Property Security Agreement ("Addendum").

B. Bank has agreed to make additional advances of money and to extend certain financial accommodation to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated January 31, 2002 (as the same may be amended, modified or supplemented from time to time) (the "Loan Agreement"). All amounts due and owing now or later to Bank pursuant to the March Loan Agreement and the Loan Agreement may be collectively referred to as the "Loans." Bank is willing to make the Loan to Grantor pursuant to the Loan Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

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

### AGREEMENT

1. Continued Effectiveness. Except as expressly modified herein, all terms, conditions and covenants contained in the Agreement and Addendum shall remain in full force effect between the parties.

2. Defined Terms. Capitalized terms which are not defined in this Second Addendum shall have the meanings ascribed to them in the Agreement.

3. Modification of Agreement. The Intellectual Property Collateral shall secure the prompt and complete payment and performance of all of the Grantor's Loans to Bank, in addition to all other indebtedness, liabilities and obligations described in the Agreement and Addendum.

All references to the Loan and Security Agreement in the Agreement shall mean and include the March Loan Agreement and the Loan Agreement.

4. Representations of Grantor. Grantor represents and warrants to Bank that the Agreement and Addendum are in full force and effect between the parties and are enforceable in accordance with their terms. Exhibits A, B, C and D to the Agreement are true and accurate in all respects, except for such additional Intellectual Property Collateral which has been developed after the date of the Agreement or such other changes which are reflected in the corresponding Exhibits attached to this Second Addendum.

IN WITNESS WHEREOF, the parties have cause this Second Addendum to 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:

SERVERON CORPORATION

3305 NW Aloclek Drive  
Hillsboro, OR 97124-7101

By: *Robert B. Schway*

Attn: *Robert B. Schway, CFO*

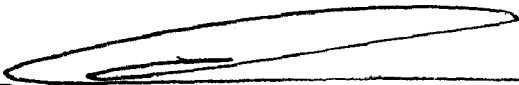
Title: *Chief Financial Officer*

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

Attn: \_\_\_\_\_

Title: *SVP*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Device and Method for Detection of Fluid Concentration Utilizing Charge Storage in a MIS Diode	4,947,104	Issue date: August 7, 1990
Apparatus and Method for Extracting and Analyzing Gas	PCT/US01/18483	Issue Date: n/a

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

TRUEGAS

2450987

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date