

05-16-2002

Form **PTO-1594**
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Alpine Microsystems, Inc. **5-9-02**

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Blue Chip Capital Fund III Limited
Internal Address: _____
Street Address: 250 East Fifth St., Ste. 1100
City: Cincinnati State: OH Zip: 45202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Ohio
 Corporation-State _____
 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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 4/16/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) 75/902014

B. Trademark Registration No.(s) 2,552,857

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tracey A. Chriske, Esq.
 Internal Address: _____

 Street Address: 425 Walnut Street, Suite 1800

 City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ \$65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0053

DO NOT USE THIS SPACE

9. Signature.
Tracey A. Chriske, Esq.
 Name of Person Signing

Tracey Allie
 Signature

5/2/02
 Date

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

05/15/2002 LNUELLER 00000123 75902014

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

01 FC:481
02 FC:482

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TRADEMARK
REEL: 002506 FRAME: 0175

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 16, 2002, by Alpine Microsystems, Inc., a California corporation (the "Company"), in favor of Blue Chip Capital Fund III Limited Partnership, an Ohio limited partnership (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Note and Warrant Purchase Agreement dated as of the date hereof by and between the Company and Lender (the "Purchase Agreement"), the Lender has agreed to make the Loan to the Company;

WHEREAS, Lender is willing to make the Loan as provided for in the Purchase Agreement, but only upon the condition, among others, that the Company shall have executed and delivered to Lender, that certain Amended and Restated Security Agreement dated as of the date hereof (the "Security Agreement") and this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. In order to secure the Obligations (as defined in the Security Agreement), the Company hereby grants to Lender a continuing security interest in all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks (collectively, the "Trademarks") and trademark license agreements (collectively, the "Trademark Licenses"), including without limitation those referred to on Schedule I hereto;

(b) all renewals, reissues, continuations or extensions, derivatives and modifications of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all products and proceeds of and from the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (ii) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, or (iii) Trademark License royalties.

1. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW; SUBMISSION TO JURISDICTION; VENUE. ***THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.*** THE PROVISIONS OF THE PURCHASE AGREEMENT RELATING TO SUBMISSION TO JURISDICTION, VENUE AND ARBITRATION ARE HEREBY INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.

[signature page follows]

04 12:02 11:44 WILSON BONNINI • 9100836130008

NO.215 0009-011

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALPINE MICROSYSTEMS, INC.

By: [Signature]
Name: _____
Its: _____

ACCEPTED AND ACKNOWLEDGED BY
BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

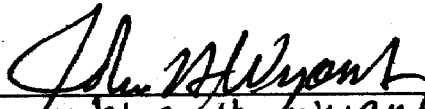
ALPINE MICROSYSTEMS, INC.

By: _____

Name: _____

Its: _____

ACCEPTED AND ACKNOWLEDGED BY
BLUE CHIP CAPITAL FUND III LIMITED PARTNERSHIP

By: 
Name: John H. Wyant
Title: managing director

ACKNOWLEDGMENT OF COMPANY

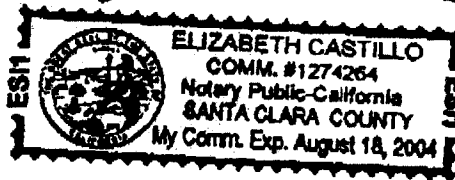
STATE OF CA)
) ss.
COUNTY OF Santa Clara)

On this ___ day of April, 2002 before me personally appeared Jack Peckham proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Alpine Microsystems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public



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**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

Mark	Reg. No.	Date
"Microboard"	2,552,857	3/26/2002

TRADEMARK APPLICATIONS

Mark	Application No.	Date
"Directaccess"	75/902014	1/24/2000

TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement