

11-06-2002

11-6-02

FORM PTO-1594

(Rev. 6-93)



R SHEET

U.S. DEPARTMENT OF COMMERCE

Y

Patent and Trademark Office

To the Honorable Commissioner of

102273116

ached original documents or copy thereof.

1. Name of conveying party(ies):

Sensoria Corporation  
15950 Bernardo Center Drive  
San Diego, CA 92127

11-6-02

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

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

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Grant of Security Interest Trademarks

Execution Date: November 4, 2002

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

Name: Hummer Winblad Venture Partners IV, L.P., as Collateral Agent and as a Secured Party

Internal Address: \_\_\_\_\_

Street Address: 2 South Park, 2<sup>nd</sup> Floor

City: San Francisco State: CA ZIP 94107

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment).  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

None.

B. Trademark Registration No.(s)

2,636,208

Additional numbers attached?  Yes  No

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

Name: Cooley Godward LLP

Internal Address: Attn: Melanie Cass

Street Address: One Maritime Plaza, 20<sup>th</sup> Floor

City: San Francisco State: CA ZIP 94111

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41):..... \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 03-3115

(Attach duplicate copy of this page if paying by deposit account)

11/06/2002 TDIAZ1 00000163 2636208

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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.

*Melanie Cass*

Melanie Cass

November 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: 6

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

Item 2 continued.

Additional names of receiving parties:

Hummer Winblad Technology Fund, IV, L.P., as Secured Party  
2 South Park, 2<sup>nd</sup> Floor  
San Francisco, CA 94107

Thomas Bruggere, as Secured Party (citizenship: USA)  
30000 S.W. 35<sup>th</sup> Drive  
Wilsonville, OR 97070

# GRANT OF SECURITY INTEREST

## TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 4, 2002, is executed by SENSORIA CORPORATION, a Delaware corporation ("Debtor"), in favor of Collateral Agent (as defined in the Security Agreement referenced below, "Collateral Agent") on behalf of Secured Parties.

A. Reference is made to a Security Agreement, dated as of November 4, 2002 (the "Security Agreement"), by and between Debtor and the Secured Parties listed therein.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

C. Schedule 1-A hereof constitutes a complete list, as of the date hereof, of Trademarks and/or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Collateral Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule 1-A in order to maintain such schedule's completeness or accuracy, and, further, Debtor shall provide such notice to Collateral Agent within a reasonable period of time following the date of the event that is the basis for such addition or change, but in no case later than twenty (20) days following the date of such event;

D. Debtor hereby grants to Collateral Agent a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Parties' addresses are: Hummer Winblad Venture Partners IV, L.P.  
2 South Park, 2<sup>nd</sup> Floor  
San Francisco, California 94107

Attn: Hank Barry  
Telephone: (415) 979-9600  
Facsimile: (415) 979-9601

with a copy to:

Cooley Godward LLP  
Five Palo Alto Square  
3000 El Camino Real  
Palo Alto, CA 94306-2155  
Attn: Mark Tanoury  
Telephone: (650) 843-5016  
Facsimile: (650) 849-7400

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

SENSORIA CORPORATION

By: [Signature]

Name: Dave Gelvin

Title: President and CEO

**Certificate of Acknowledgment**

STATE OF CALIFORNIA)

COUNTY OF San Diego)

On Nov 4 2002 before me, Lana S. Henson, Notary Public of the State of California, personally appeared Dave Gelvin, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

**TRADEMARKS**

**Mark**

**Registration Number**

Sensoria

2636208