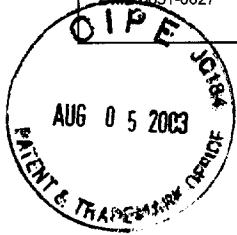


08-11-2003



102520363



8-5-03

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID#
- Correction of PTO Error  
Reel #      Frame #
- Corrective Document  
Reel #      Frame #

**Conveyance Type**

- Assignment       License
- Security Agreement       Nunc Pro Tunc Assignment
- Merger      Effective Date  
Month Day Year July 18, 2003
- Change of Name
- Other:

**Conveying Party**

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
July 18, 2003

Name Calimetrics, Inc.

Formerly

- Individual     General Partnership     Limited Partnership     Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization California

**Receiving Party**

Mark if additional names of receiving parties attached

Name Microsoft Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) One Microsoft Way

Address (line 2)

Address (line 3) Redmond, WA 98052

City      State/County      Zip

- Individual     General Partnership     Limited Partnership
- Corporation     Association
- Other
- Citizenship/State of Incorporation/Organization Nevada

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

08/08/2003 DBYRNE 00000161 76273804  
01 FC:8521      40.00 BP

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

**REEL: 002798 FRAME: 0486**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  
Address (line 1)  
Address (line 2)  
Address (line 3)  
Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (206) 623-7580

Name Heather K. Fox  
Address (line 1) Preston Gates & Ellis LLP  
Address (line 2) 925 Fourth Avenue  
Address (line 3) Suite 2900  
Address (line 4) Seattle, WA 98104

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.  
# 8

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)  
76/273,894

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved # 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$40.00

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account).

Deposit Account Number: # 162456

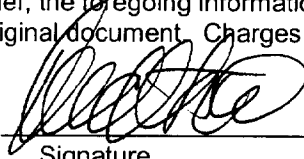
Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Heather K. Fox

Name of Person Signing



Signature

7/29/03

Date Signed

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 2003, is made by CALIMETRICS, INC., a California corporation (the "Grantor"), in favor of MICROSOFT CAPITAL CORPORATION, a Nevada corporation ("Secured Party") pursuant to the Loan Agreement dated as of July 18, 2003 between Grantor, and Secured Party (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

WITNESSETH:

**WHEREAS**, Grantor owns the trademarks, trademark registrations, and trademark applications listed on Attachment 1 annexed hereto; and

**WHEREAS**, pursuant to the Loan Agreement, Grantor is borrowing an amount up to a maximum of Eight Hundred Ten Thousand Dollars (\$810,000), in the aggregate, from the Secured Party (the "Secured Obligations"); and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and the Secured Party, Grantor has granted to the Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all currently owned and hereafter acquired Intellectual Property (as defined in the Security Agreement), including, without limitation, all trademark registrations and trademark applications, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(1) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, and other business identifiers, prints and labels on which any of the foregoing have appeared or appear, including, but not limited to, the items listed on Attachment 1, "Calimetrics", all registrations and recordings thereof, all applications in connection therewith, all renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future (a) infringement or dilution or any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Attachment 1 annexed hereto and the trademark registrations issued with respect to the trademark applications referred to in Attachment 1 or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license and the right to sue for past, present and future infringement of any of the foregoing;

Trademark Collateral does not include Grantor's rights in: (a) trademark licenses under which Grantor is licensee to the extent that granting a security interest in the license is prohibited by the relevant license agreement; and (b) any trademark application based on an intent to use the trademark, until such time as the trademark is used in commerce and an Amendment to Allege Use of Statement of Use is filed and accepted by the United States Patent and Trademark Office.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon termination of the security interest as provided in Section 8.8 of the Security Agreement, the Secured Party shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

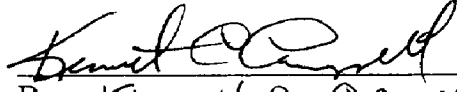
SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

**SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALIMETRICS, INC.

  
By: Kenneth C. Compton  
Its: PRESIDENT + CEO

MICROSOFT CAPITAL  
CORPORATION

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

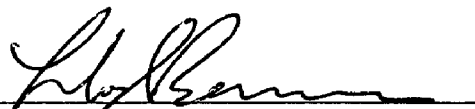
**SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CALIMETRICS, INC.

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

MICROSOFT CAPITAL  
CORPORATION

  
\_\_\_\_\_  
By: LLOYD BRENNER  
Its: VICE-PRESIDENT

ATTACHMENT 1  
Trademark Security Agreement

Calimetrics Trademarks Pending (1)

ML	filed	6/20/2001
----	-------	-----------