

RightFax 2/9/06 3:33 PAGE 003/019 Fax Server

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.102/09/2006
900041742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ngimat Co.		01/31/2006	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78519967	NGIMAT	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6896		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3697		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Anne E. Yates		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.298		
NAME OF SUBMITTER:	Anne E. Yates		
Signature:	/aey/		
Date:	02/09/2006		

OF \$40.00 78519967

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Total Attachments: 15

- source=NGIMAT Co. I.P. Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 31, 2006 by and between SILICON VALLEY BANK ("Bank") and nGIMAT CO., f/k/a Microcoating Technologies, Inc. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated November 27, 2002 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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.

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

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Patent License Agreements, Trademarks, and Mask Works listed on Exhibits A, B1, B2, B3, B4, B5, B6, C and D attached hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity.

Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Grantor agrees that Bank shall be authorized to file financing statements, with all appropriate jurisdictions, without notice to Grantor, as Bank deems appropriate, in order to perfect or protect Bank's interest in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers as of the first date written above.

GRANTOR:

nGIMAT CO.,
f/k/a Microcoating Technologies, Inc.

By: David Smith
Name: DAVID A SMITH
Title: CFO

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. Grantor agrees that Bank shall be authorized to file financing statements, with all appropriate jurisdictions, without notice to Grantor, as Bank deems appropriate, in order to perfect or protect Bank's interest in the Intellectual Property Collateral.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers as of the first date written above.

GRANTOR:

nGIMAT CO.,
f/k/a Microcoating Technologies, Inc.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

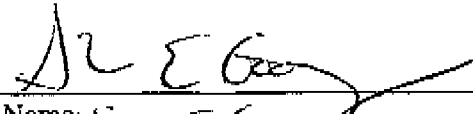
By:  _____
Name: Steven E. Cozart
Title: Sr VP

EXHIBIT A
COPYRIGHTS OWNED BY NGIMAT

NONE

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EXHIBIT B1

ISSUED PATENTS OWNED BY NGIMAT

Title: LIQUID ATOMIZATION METHOD AND DEVICES	Patent # 6,601,776	Country: U.S.
Government Contract (see below)	Licensee(s): Shipley, Corning	Issue date: 8/5/2003 Status: Issued, Expires 9/21/20
Title: NANOLAMINATED THIN FILM CIRCUITRY MATERIALS	Patent #: 6,632,591	Country: U.S.
Government Contract (see below)	Licensee(s): Shipley	Issue date: 10/14/2003 Status: Issued, Expires 10/27/2019
Title: FORMATION OF THIN FILM CAPACITORS	Patent #: 6,728,092	Country: U.S.
X Government Contract (see below)	Licensee(s): Shipley	Issue date: 4/27/2004 Status: Issued, expires 11/23/2018
Title: CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS	Patent #: 6,793,975	Country: U.S.
X Government Contract (see below)	Licensee(s): Shipley, Ballard	Issue date: 9/21/2004 Status: Issued expires 8/2/16
Title: POLYMER COATINGS	Patent #: 6,939,576	Country: U.S.
X Government Contract (see below)	Licensee(s): Shipley, Ballard	Issue date: 9/6/2005 Status: Issued 9/6/05, Expires
Title: OPTICAL WAVEGUIDES AND INTEGRATED OPTICAL SUBSYSTEMS ON-A-CHIP	Patent #: 6,954,570 B2	Country: U.S.
Government Contract (see below)	Licensee(s):	Issue date: 10/11/2005 Status: Issued 10/11/05, Exp

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Title: CAPACITOR WITH IMPROVED ELECTRODE STRUCTURE

Patent #: 6,975,500

Country: U.S.

Issue date: 12/13/2005 **Status:** Issued, expires 8/13/2022

Government Contract (see below)

Licensee(s):

Title: ELECTRONIC AND OPTICAL MATERIALS

Patent #: 6,986,955

Country: U.S.

Issue date: 1/17/2006 **Status:** Issued, expires 8/14/2021 (12

Government Contract (see below)

Licensee(s):

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EXHIBIT B2

**ISSUED PATENTS OWNED BY GEORGIA TECH RESEARCH
CORP. AND EXCLUSIVELY LICENSED BY NGIMAT**

NONE

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**TRADEMARK
REEL: 003259 FRAME: 0062**

EXHIBIT B3

PATENT APPLICATIONS OWNED BY NGIMAT

Title: REDUCED GRAIN BOUNDARY CRYSTALLINE THIN FILMS	Application #: 10/111,130	Country: U.S.
	Date filed: 1/13/2003	Status: Filed
X Government Contract	Licensee(s):	
Title: FUEL CELL HAVING IMPROVED CATALYTIC LAYER	Application #: 10/416,593	Country: U.S.
	Date filed: 5/6/2003	Status: Filed
X Government Contract	Licensee(s): Ballard	
Title: CHEMICAL VAPOR DEPOSITION DEVICES AND METHODS	Application #: 10/467,139	Country: U.S.
	Date filed: 8/14/2003	Status: Filed
X Government Contract	Licensee(s): Corning	
Title: VARIABLE CAPACITORS, COMPOSITE MATERIALS	Application #: 10/474,741	Country: U.S.
	Date filed: 10/9/2003	Status: Filed
X Government Contract	Licensee(s):	
Title: TUNABLE CAPACITORS USING FLUID DIELECTRICS	Application #: 10/493,131	Country: U.S.
	Date filed: 4/19/2004	Status: Filed
Government Contract	Licensee(s):	

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Re: EPITAXIAL THIN FILMS

Application #: 10/662,605 Country: U.S.

Date filed: 6/10/2004 Status: Filed

X Government Contract Licensee(s):

Title: CHEMICAL VAPOR DEPOSITION AND POWDER FORMATION USING THERMAL SPRAY WITH NEAR SUPERCRITICAL AND SUPERCRITICAL FLUID SOLUTIONS

Application #: 10/924,313 Country: U.S.

Date filed: 8/23/2004 Status: Filed

Government Contract Licensee(s): Shipley, Ballard

Title: FUEL CELL MEMBRANES AND CATALYTIC LAYERS

Application #: 10/506,412 Country: U.S.

Date filed: 9/1/2004 Status: Filed

Government Contract Licensee(s):

Title: TUNABLE RF MEMS SWITCH

Application #: 60/663,606 Country: U.S. Provisional

Date filed: 3/23/2005 Status: Filed

Government Contract Licensee(s):

Title: CARBONACEOUS MATERIALS

Application #: 10/534,569 Country: U.S.

Date filed: 5/12/2005 Status: Filed

Government Contract Licensee(s):

Title: REAL-TIME, LABEL-FREE DETECTION OF NUCLEIC ACIDS BY ON-CHIP NUCLEIC ACID AMPLIFICATION AND IMMOBILIZED PRIMERS

Application #: 60/710,863 Country: U.S. Provisional

Date filed: 8/26/2005 Status: Filed

Government Contract Licensee(s):

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Title: SELECTIVE AREA DEPOSITION AND DEVICES FORMED THEREFROM

Application #: 60713,407 **Country:** U.S. Provisional

Date filed: 9/7/2005 **Status:** Filed

Government Contract **Licensee(s):**

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EXHIBIT B4

**PATENT APPLICATIONS OWNED BY GEORGIA TECH RESEARCH
CORP. AND EXCLUSIVELY LICENSED BY NGIMAT**

NONE

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EXHIBIT B5

**PATENT APPLICATIONS OWNED BY SHIPLEY AND LICENSED
EXCLUSIVELY BY NGIMAT OUTSIDE THE FIELD OF EMBEDDED PASSIVES**

NONE

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EXHIBIT B6
PATENTS OWNED BY SHIPLEY AND LICENSED EXCLUSIVELY
BY NGMAT OUTSIDE THE FIELD OF EMBEDDED PASSIVES

Title: RESISTIVE MATERIALS

Patent #: 6,846,370

Country: U.S.

Issue date: 1/25/2005 **Status:** Issued, Expires 7/3/22

Government Contract **Licensee(s):** nGmat

Title: CONTINUOUS FEED COATER

Patent #: 6,869,484

Country: U.S.

Issue date: 3/22/2005 **Status:** Issued, Expires 9/15/2021

X Government Contract **Licensee(s):** nGmat

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EXHIBIT C

TRADEMARKS AND SERVICEMARKS OWNED BY NGIMAT

MARK	TYPE OF MARK	FILING DATE (if filed)	SERIAL NUMBER	DATE OF FIRST USE (if used)	REGISTRATION NUMBER (if registered)	REGISTRATION DATE (if registered)
noEngineered Materials (Stylized)	Trade/Service	--	--			
NGIMAT	Trade/Service	11/19/2004	78-519,967			

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EXHIBIT D

MASK WORKS OWNED BY NGIMAT

NONE

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TROUTMAN SANDERS LLP

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP

BANK OF AMERICA PLAZA
600 PEACHTREE STREET, N.E. - SUITE 5200
ATLANTA, GEORGIA 30308-2216
www.troutmansanders.com
TELEPHONE 404-885-3000
FACSIMILE 404-885-3900

Direct Dial: 404-885-3697
Direct Fax: 404-962-6836

Anne E. Yates
anne.yates@troutmansanders.com

February 10, 2006

VIA FACSIMILE ONLY - (571) 273-0140

U.S. Patent and Trademark Office
Mail Stop: Assignment Services Branch
P.O. Box 1450
Alexandria, VA 22313

Attention: Antione Royall, Examiner
Assignment Services Branch
Public Records Division

**RE: Intellectual Property Security Agreement between Silicon Valley Bank and nGimat Co.
Document ID No. 900041742
Our Reference: 220763.298**

Dear Mr. Royall:

Per our telephone conference earlier this afternoon, please find attached the following:

- (1) Notice of Non-Recordation of Document;
- (2) Cover Page; and
- (3) The above-referenced agreement with all pages "right-side up."

If any additional or deficient fees are deemed to be payable, please charge our Deposit Account No. 20-1507.

Thank you for your assistance with this matter. Please do not hesitate to contact me if you have any questions or need additional information.

Respectfully submitted,

TROUTMAN SANDERS LLP

By. 
Anne E. Yates

Attachments

CERTIFICATE OF TRANSMISSION
Date of Transmission: February 10, 2006

I hereby certify that the above-referenced documents are being facsimile transmitted to the U.S. Patent and Trademark Office, Attention: Antione Royall, Examiner, Assignment Services Branch, Public Records Division on the date shown below

ANNE E. YATES, ESQ


Date of Signature: February 10, 2006

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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

FEBRUARY 09, 2006

PTAS

900041742A

ANNE E. YATES
600 PEACHTREE STREET, N.E.
TROUTMAN SANDERS LLP - SUITE 5200
ATLANTA, GA 30308-2216

~~*900041742*~~

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NOTICE OF NON-RECORDATION OF DOCUMENT

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THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. DOCUMENT NEEDS TO BE SUBMITTED RIGHT SIDE UP. WHEN RESPONDING, PLEASE RETURN ALL ATTACHED PAPERS VIA FAX TO 571-273-0140

ANTIONE ROYALL, EXAMINER - x160
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Troutman Sanders LLP

ATTORNEYS AT LAW

A Limited Liability Partnership

BANK OF AMERICA PLAZA

600 PEACHTREE STREET, N.E. - SUITE 5200

ATLANTA, GEORGIA 30308-2216

www.troutmansanders.com

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49

Date: February 10, 2006

To: U.S. Patent and Trademark Office

Operator: Michelle L. Tates

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Recipient #:

Fax #: (571) 273-0140

From: Anne E. Yates

Subject:

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*** COMMENTS ***



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