

COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and THE MICROMANIPULATOR CO., 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 the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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

Address of Grantor:

1555 Forrest Way
Carson City, NV 89706

Attn: _____

Address of Bank:

14300 Northsight Boulevard, Suite 203
Scottsdale, AZ 85260

Attn: _____

GRANTOR:

THE MICROMANIPULATOR CO., INC.

By: *Kenneth J. Holman*
Title: PRESIDENT / CEO

BANK:

SILICON VALLEY BANK

By: *Cindy Syddal for Kevin Grossman*
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Ebulliometric Hot Spot Detector	4,466,746	08/21/1984
Method And Apparatus for Determining Boiling Points	4,484,822	11/27/1984
Method and Apparatus for Manufacturing a Hot Spot Thermocouple	4,500,031	02/19/1985
Bonder Apparatus	4,475,681	10/09/1984
Method and Device for Indicating Point of Contact	4,470,670	09/11/1984
Method and Apparatus for Low Temperature Testing of Electronic Components	4,607,220	08/19/1986
Manipulation of Embryos and Ova	4,601,551	07/22/1986
Test Station	4,893,914	01/16/1990
Probe Assembly Including Touchdown Sensor	4,956,923	09/18/1990
High Resolution Analytical Probe Station	6,198,299 B1	03/06/2001
High Resolution Analytical Probe Station, CIP	6,191,598 B1	02/20/2001
Triaxial Probe Assembly, CIP	6,700,397 B2	03/02/2004
Wafer Probe Station	6,424,141 B1	07/23/2002
High Resolution Analytical Probe Station, CIP	6,744,268 B2	06/01/2004
High Resolution Analytical Probe Station, CIP	6,621,282 B2	09/16/2003
Wafer Probe Station	6,803,756 B2	10/12/2004
Elimination of Vibration by Vibration Coupling in Microscopy Applications	5,764,409	06/09/1998
Integrated Circuit Failure Analysis Using Color Voltage Contrast	5,970,167	10/19/1999
Portable Emission Microscope Workstation for Failure Analysis	5,892,539	04/06/1999
High Resolution Analytical Probe Station, CIP	6,838,895 B2	01/04/2005
Wafer Probe Station	6,917,195 B2	07/12/2005

High Resolution Analytical Probe Station, Application	10/816,114	04/01/2004
Method and Apparatus for Maintaining Accurate Positioning between A Probe and A DUT	10/997,432	11/24/2004

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

NANO-100™

2935330 / 76405777

April 12, 2004 /
May 3, 2002

NANO PROBE™

2845781 / 76405778

May 25, 2004 /
May 3, 2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE