

05-15-2006

FORM PTO-1594
(Rev. 07/05)
OMB No. 0651-0027 (exp. 06/30/2008)

RECOR



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

T

103238911

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

5-11-06

1. Name of conveying party(ies):
EMO CORPORATION

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

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **SILICON VALLEY BANK**
Internal Address HF 154

Street Address: **3003 TASMAN DRIVE**

City **SANTA CLARA**
State **CA**
Country **USA**
Zip **95054**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **3/18/05**

Assignment Merger
 Security Agreement Change of Name
 Other

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship
 Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s) 78/516,189	B. Trademark Registration No.(s)
78/711,984	
78/713,778	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
05/12/2006 DBYRNE 00000009 78516189

Additional sheets attached? Yes No

01 FC:8521 40.00 OP
02 FC:8522 50.00 OP

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

Name: **Silicon Valley Bank**

Internal Address: **Loan Collateral HF154**

Street Address: **3003 Tasman Dr.**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 654-4042**

Fax Number: **(408) 654-6313**

Email Address: **ldc@svbank.com**

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers
 Expiration Date

b. Deposit Account Number
 Authorized User Name

OFFICE OF PUBLIC RECORDS
MAY 11 PM 12:54
FINANCE SECTION

9. Signature. *Lana Lowe* 5/8/06

Signature Date

Name of Person Signing: **LANA LOWE**
C/O SHANNON HUBBARD

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003341 FRAME: 0787

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 EMO CORPORATION ("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.

GRANTOR:

EMO CORPORATION

Address of Grantor:

5806 Mesa Drive
Suite 302
Austin, TX 78731

By: *Henry G. Humphrey*

Title: *COO / Director*

Attn: *N. Humphries*

BANK:

SILICON VALLEY BANK

Address of Bank:

7000 N. Mopac
Suite 360
Austin, TX 78731

By: *[Signature]*

Title: *Senior Vice President*

Attn: *Stuart Edwards*

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

Corporate Website

2002 - present

EMO Rebate Set-up Manual

03/2005

TRADEMARK

REEL: 003341 FRAME: 0790

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

"Monetary Transaction
System and Method"

10 972,496

10/25/2004

TRADEMARK

REEL: 003341 FRAME: 0791

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

EMOTM

78/516.189

11/2004

EMO^R

78/711.984

11/2004

PRINT YOUR OWNTM

1/2005

Erebate

78/713.778

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A