

10-606

10-12-2006

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



103320579

OFFICE OF PUBLIC RECORDS U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 2006 OCT -6 PM 8:05

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents of copy the foot.

FINANCE SECTION

1. Name of conveying party(ies):

WISPRY, INC.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8/31/06

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal

Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

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

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) Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 76/571027

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

1

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

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

40.00 DP

DO NOT USE THIS SPACE

9. Signature.

Jeffrey T. Klugman

Name of Person Signing

Signature

10/5/06

Date

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

13

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

10/11/2006 NJAW1 00000006 76571027 01 FI:8521

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of August 31, 2006, by and between WISPRY, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

### RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit "A" attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit "B" attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit "C" attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any**

applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits "A," "B" and "C" hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits "A," "B" and "C"), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits "A," "B" and "C," hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the

continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days following Grantor's receipt of notice of such breach from Secured Party.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

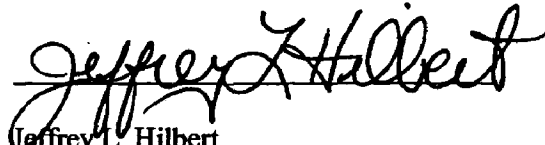
GRANTOR:

Address of Grantor:

20 Fairbanks, Suite 198  
Irvine, CA 92618  
Attn: President and Chief Executive Officer

WISPRY, INC.

By:



Name: Jeffrey L. Hilbert

Its: President and Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: President

VENTURE LENDING & LEASING IV, INC.

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

Name: \_\_\_\_\_

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

20 Fairbanks, Suite 198  
Irvine, CA 92618  
Attn: President and Chief Executive Officer

WISPRY, INC.

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

Name: Jeffrey L. Hilbert

Its: President and Chief Executive Officer

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310  
San Jose, CA 95131  
Attn: President

VENTURE LENDING & LEASING IV, INC.

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

Name: Jay L. Cohan

Its: Vice President

EXHIBIT "A"

Copyrights

NONE



**EXHIBIT "B"**

**Patents**

TITLE	PROV FILING DATE	PROV SERIAL #	UTILITY FILING DATE	Application Serial #	UTILITY SERIAL/PATENT #	UTILITY PATENT GRANT DATE	FOREIGN FILING Date	FOREIGN PATENT APP#	Status	Ownership
Characterization of Microelectromechanical Structures	9/22/1999	60/155,339	9/21/2000	09/668013	6,542,829	Dec-02			Patent granted, non-exclusive license to wiSpry	Coventor
MEMS Device having Contact and Standoff Bumps and Related Methods	11/9/2001	60/337528	11/8/2002	10/291107	6,876,482	Apr 5 2005	PCT 11/8/2002; EU 19 May 2004; CN 9 July 2004	PCT/US02/35927; EU 02793903.2; CN 02826974.8; WO 03/043038	USPTO Office Action 3 Oct 2003; minor comments, response complete. USPTO Office Action 12 Mar 2004, significant comments, response with minor revisions complete 14 June 2004. International Search report 8 June 2004 - conflicts similar to US office action, US Letter of Allowance received 22Nov2004; Euro search report 30Mar05; CN publication 22Jun05 CN 1613154A; Eu Office Action received 2Sept05 and response submitted (mostly clarification); 2nd Eu Office Action received 16Dec2005 (further clarification required), response filed Mar2006.	wiSpry
Method and Apparatus for Minimizing Self-Heating in High Density Interconnects	9/21/2001	60/323909							Abandoned	wiSpry
Micro-Scale Interconnect Device with Internal Heat Spreader and Method for Fabricating Same	11/9/2001	60/337528	11/8/2002	10/291146	6,847,114	25-Jan-05	11/8/2002	PCT/US02/35988	USPTO restriction requirement. Two groups of claims. One split into application 30D. Office Action 13 April 2004. Minor Changes in Response sent 25 Aug 2004. International examination report received 20 May 2004 found no conflicts. Notice of Allowance 1Oct2004	wiSpry
Micro-Scale Interconnect Device with Internal Heat Spreader and Method for Fabricating Same			4/22/2004	10/831012			NA	NA	Divisional of claims 30-40 of above (#30). Restriction to method claims on 8Jun05. Device claims will require another divisional. Office action 18July2005. Amendment with improved claims 27Sept2005. Final office action 22Dec2005. Amendment 2Feb2006 mostly clarification. Advisory Action 18Feb2006 - examiner not	wiSpry

									agreeing. Pre-Appeal 11Mar06. Pre-appeal approved 7Apr2006. Appeal filed 8May2006.	
MEMS Device Having a Trilayered Beam and Related Methods	11/9/2001	60/388072	11/8/2002	10/290779	6,876,047	5-Apr-05	PCT 11/8/2002; EU 9 June 2004; CN 8 July 2004	PCT/US02/35925; EU 02797085.4; CN 02826914.4	USPTO office action 21April2004. Significant comments. Claim revisions under development. Chinese and European national filings completed. Notice of allowance received 30Dec2004. Chinese office action Nov 4, 2005, similar to US office action so similar response sent 14Feb2006. European Office action 23Nov2005, Response filed 15May2006, European divisional to be filed.	wiSpry
Trilayered Beam MEMS device and Related Methods	11/9/2001	60/338055	11/8/2002	10/290920	6,746,891	6/8/2004	PCT 11/8/2002; CN 9 July 2004; EU 9 June 2004	PCT/US02/290926; EU 02793902.4; CN 02826975.6	International Search Report did not find any conflicts. USPTO restriction requirement. Two groups of claims. One split into another application(30D below). Minor claim revisions. Notification of allowance of first divisional (claims 1-20 and 27) received. Patent Issued. Chinese and European national filings completed. European search report received, only background found. Notice of Euro allowance received.	wiSpry
Trilayered Beam MEMS device and Related Methods			4/2/2004		6,917,086	7/12/2005	NA	NA	Divisional of claims 21-26 of above (#32). Notice of allowance received 11Mar2005. US Patent Issued	wiSpry
MEMS Device Having Electrothermal Actuation and Release with Method for Fabricating	11/9/2001	60/338069	11/8/2002	10/291125			11/8/2002	PCT/US02/35923	International Search Report found some possible conflicts. Did not file national phases. USPTO required division of claims into three groups(1-35, 36-40&43-47, 41-42). Elected Claims 1-35 in August 2004. Divisionals to be filed later. 2nd Office Action 3Dec2004, response 14 April2005 clarified description; 3rd office action 1 Sept 2005, response 12 Dec 2005 further clarification,. Remaining claims allowed 2June2006 pending method claims 36-45 will file as divisional.	wiSpry
Electrothermal Self-latching MEMS Switch and Method	11/9/2001	60/337527	11/8/2002	10/290807	6,882,264	19-Apr-05	11/8/2002	PCT/US02/36009	International Search Report found possible conflicts. Did not file national phases. USPTO Office action Dec03, most claims rejected, initial review of action implies misunderstanding or miscommunication, Amendment A filed 14 June 2004. Second office action received 1 Aug 2004 is under study. 2nd Amendment 24Nov2004. Notice	wiSpry

									of Allowance received 10Dec2004.	
Torsional MEM Varactor	6/13/2002	60/388490	6/13/2003	10/461021	6,897,537	24-May-05	6/13/2002	PCT/US03/18 662	International Search Report found two patents that, taken together, are considered blocking. Minor claim revisions address this as those two patents describe devices very different in construction and operation than our own. Amendment submitted to PCT 3 May 2004. USPTO office action 17 Aug 2004. Amendment filed 1 Dec 2004. Notice of Allowance on 14 Jan 2005.	wiSpry
Recessed Electrode for Electrostatically Actuated Structures	7/18/2002	60/396869	7/18/2003	10/622664	7064637	20-Jun-06	NA, Turnstone chose not to file and did not notify wiSpry	NA	Restriction Requirement response 24Sept2004, Divisional to be filed. Office Action 29Dec2004, Amendment filed 14April2005. Much of the prior art claimed was wiSpry's :). 2nd office action 23June 2005, Response 22Sept2005; Notice of allowance 15Feb2006. Patent to issue..	wiSpry
Recessed Electrode for Electrostatically Actuated Structures			10/14/2004	10/966795					Divisional of 43 - method claims	wiSpry
Varactor Apparatuses and Methods	12/13/2002	60/433454	12/15/2003	10/736283			12/15/2003; EP 13July2005	PCT/US03/39 806, published as WO2004/055 935 A1; EP 03813447.4	International search report found some possible conflicts. Revised application with detailed claims filed 3Dec2004. Restriction requirement 12Dec2004. Restriction response 21Apr05. 24Oct2005 PCT PreliminaryExamReport favorable. Office Action 10Feb 2006. Response filed 9 June 2006.	wiSpry
Divisional of above			5/5/2005	11/122379					Divisional of 56 - method claims of 56	wiSpry
Divisional of above			12/20/2005	11/313238					Divisional of 56 - Torsional claims	wiSpry
Divisional of above			12/20/2005	11/313300					Divisional of 56 - Tether claims	wiSpry
Pole-zero elements and related systems and methods	12/9/2004	60/634644	12/9/2005					PCTIUS05/44 722	Duplexer - No review yet.	wiSpry
Tunable Duplexer Apparatuses and Methods	12/9/2004	60/634644	12/9/2005					PCT/US2005/ 044678	Capacitors - No review yet.	wiSpry

Tunable Matching Network	3/8/2006	60/780,544							Provisional only	wiSpry
Switched Capacitor Configurations	3/8/2006	60/780,565							Provisional only	wiSpry

EXHIBIT "C"

Trademarks

Description

U.S. Registration/Application Number

Registration/Application Date

"WISPRY"

Serial Number 76571027

January 20, 2004 (Status: No opposition was found. Notice of Allowance on July 11, 2006. Submission of trademark usage evidence in progress as final step prior to issuance)