

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	10/24/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SOFTMAX, INC.		10/24/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	QUALCOMM INCORPORATED
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	78592620	1 VOICE
Serial Number:	78130091	SOFTMAX

**CORRESPONDENCE DATA**

Fax Number: (650)833-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650-833-2247  
 Email: charlotte.fu@dlapiper.com  
 Correspondent Name: Charlotte X. Fu  
 Address Line 1: 2000 University Ave.  
 Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	336110-141
NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/Charlotte X. Fu

CH \$65.00 78592620

Date:

10/29/2007

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 24, 2007 by and between SOFTMAX, INC., a California corporation ("*Grantor*") and QUALCOMM INCORPORATED, a Delaware corporation (the "*Secured Party*").

### RECITALS

A. Secured Party has agreed to make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Secured Loan Agreement by and between Grantor and Secured Party dated of even date herewith (as the same may be amended, modified, restated or supplemented from time to time, the "*Loan Agreement*"; capitalized terms used herein are used as defined in the Loan Agreement). 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Secured Party, Grantor grants and pledges to Secured Party 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 and Trademarks listed on Exhibits A, B and C 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party 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 Secured Party 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 Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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

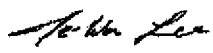
GRANTOR:

Address of Grantor:

6855 Platters Drive, Suite A  
San Diego, CA 92121  
Attn: President and CEO

SOFTMAX, INC.

By:



Dr. Te-Wen Lee  
Title: President and Chief Executive Officer

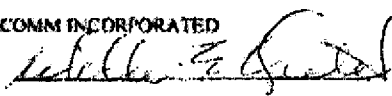
SECURED PARTY:

Address of Secured Party:

5775 Marquette Drive  
San Diego, CA 92121  
Attn: Chief Financial Officer

QUALCOMM INCORPORATED

By:



Title:

**EXHIBIT A**

**Copyrights**

	<u>Description</u>	<b>Registration Number</b>	<u>Registration Date</u>
	<b>NONE</b>		

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
System and Method For Speech Processing using Independent Component Analysis Under Stability Constraints	10/537985	06/09/2005
Robust Separation of Speech Signals in a Noisy Environment	11/187504	07/22/2005
Separation of Target Acoustic Signals in a multi-transducer arrangement	11/463376	08/09/2006
Separation of Target Acoustic Signals in a multi-transducer arrangement	7099821	08/29/2006
Headset for Separation of Speech Signals in a Noisy Environment	11/572409	01/19/2007
System and Method for Generating a Separated Signal	2007/004966	02/27/2007
System and Method for Separating Acoustic Signals	60/891677	02/26/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1 Voice	78/592620	03/22/2005
Softmax	78/130091	05/21/2002