

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cambridge Nanotech, Inc.		08/31/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	275 Grove Street
Internal Address:	Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3071017	CAMBRIDGE NANOTECH INCORPORATED
Serial Number:	77769407	SAVANNAH
Serial Number:	77851853	PHOENIX
Serial Number:	77851927	FIJI
Serial Number:	77851943	TAHITI
Serial Number:	77877116	ALD SHIELD
Serial Number:	85015905	SIMPLY ALD

CORRESPONDENCE DATA

Fax Number: (703)519-1821
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7034151555
 Email: mail@specializedpatent.com
 Correspondent Name: Christopher E. Kondracki

900177729

**TRADEMARK
 REEL: 004423 FRAME: 0589**

CH \$190.00 3071017

Address Line 1: 1725 Duke Street
Address Line 2: Suite 530
Address Line 4: Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	1011803
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/01/2010

Total Attachments: 8
source=Cambridge#page1.tif
source=Cambridge#page2.tif
source=Cambridge#page3.tif
source=Cambridge#page4.tif
source=Cambridge#page5.tif
source=Cambridge#page6.tif
source=Cambridge#page7.tif
source=Cambridge#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2010 by and between **SILICON VALLEY BANK** (“**Bank**”) and **CAMBRIDGE NANOTECH, 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 as of the date hereof (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 (as each term is described below) 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

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.

[Signature page follows.]

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:

CAMBRIDGE NANOTECH, INC.

68 Rogers Street
Cambridge, Massachusetts 02142
Attn: Ms. Jill S. Becker

By: Jill Becker
Name: JILL BECKER
Title: FOUNDER

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
One Newton Executive Park, Suite 600
2221 Washington Street
Newton, Massachusetts 02462
Attn: Mr. Chris Leary

By: _____
Name: _____
Title: _____

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:

CAMBRIDGE NANOTECH, INC.

68 Rogers Street
Cambridge, Massachusetts 02142
Attn: Dr. Jill S. Becker

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
275 Grove Street
Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Chris Leary

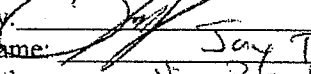
By: 
Name: Jay T. Tracy
Title: Vice President

EXHIBIT A

List of Copyrights and Copyright Licenses

Copyrights: NONE

Copyright Licenses: NONE

EXHIBIT B

List of Patents and Patent Licenses

Granted Patents:

PATENT NUMBER	COUNTRY	DATE OF ISSUE	DESCRIPTION
100554505	CN (China)	10/28/2009	Atomic Layer Deposition (ALD) System and Method (ALD chamber configuration)
1771598 B1	EP (European patent enforceable in DE, FR, GB, NL)	9/30/2009	Atomic Layer Deposition (ALD) System and Method (ALD chamber configuration)

Patent Applications:

APPLICATION NUMBER	COUNTRY	FILING DATE	DESCRIPTION	Status
60/583854	US	6/28/2004	Compact Vapor Reactor (ALD chamber configuration)	Expired provisional
60/652541	US	2/14/2005	Compact Vapor Reactor (ALD chamber configuration)	Expired provisional
61/195901	US	10/10/2008	Atomic Layer Deposition Methods	Abandoned provisional
61/197948	US	11/1/2008	Gas Deposition Chamber with Removable Liner	Expired Provisional
61/204072	US	12/31/2008	Plasma Assisted Atomic Layer Deposition System and Method	Expired Provisional
61/208875	US	2/27/2009	ALD Systems and Methods	Expired provisional
61/271533	US	7/22/2009	Electrical and Optical Properties of Doped Zinc Oxide	Abandoned Provisional
61/397978	US	6/18/2010	Method and Apparatus for Precursor Delivery	Open provisional
11/167570	US	6/27/2005	Vapor Deposition Systems	Amendment filed

			and Methods (ALD chamber configuration)	7/22/2010
12/647821	US	12/28/2009	Plasma Atomic Layer Deposition System and Method	awaiting examination
12/609308	US	10/30/2009	Reaction Chamber with Removable Liner	awaiting examination
12/609319	US	10/30/2009	System and Method for Thin Film Deposition	awaiting examination
US2005/022896	PCT	6/27/2005	Atomic Layer Deposition (ALD) System and Method	Advanced to national stage no longer active
US2010/000590	PCT	2/26/2010	ALD Systems and Methods (ALD chamber configuration)	awaiting examination
200910170785.6	CN		Atomic Layer Deposition (ALD) System and Method	Divisional application for ALD trap (awaiting examination)
09171283.6	EP	9/24/2009	Atomic Layer Deposition (ALD) System and Method (relates to an ALD trap)	Divisional application for ALD trap (awaiting examination)
2007-523574	JP		Atomic Layer Deposition (ALD) System and Method	awaiting examination
10-2007-7002001	KR	1/26/2007	Atomic Layer Deposition (ALD) System and Method	ABANDONDED

Patent Licenses: NONE

EXHIBIT C

List of Trademarks and Trademark Licenses

Registered Trademarks:

MARK	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
CAMBRIDGE NANOTECH INCORPORATED (BLOCK)	US	3071017	3/21/2006
CAMBRIDGE NANOTECH (BLOCK)	EP	8171894	12/24/2009

Trademark Applications:

MARK	COUNTRY	SERIAL NUMBER	FILING DATE
SAVANNAH (BLOCK)	US	US:77/769407	6/26/2009
SAVANNAH (BLOCK)	EP	009256694	7/25/2010
PHOENIX (BLOCK)	US	77/851853	10/19/2009
PHOENIX (BLOCK)	EP	009005281	4/6/2010
FIJI (BLOCK)	US	77/851927	10/19/2009
FIJI (BLOCK)	EP	'009080748	5/5/2010
TAHITI	US	77/851943	10/19/2009
TAHITI	EP	9152711	6/4/2010
ALD SHIELD	US	77/877116	11/20/2009
SIMPLY ALD	US	85/015905	2/16/2010

Trademark Licenses: NONE