

04-27-1998



100695263  
RECORDATION

IEET

**PATENTS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New  
☐ Resubmission (Non-Recordation)  
Document ID#   
☐ Correction of PTO Error  
Reel #  Frame #   
☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☐ Assignment ☒ Security Agreement  
☐ License ☐ Change of Name  
☐ Merger ☐ Other   
**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)  
☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name (line 1) FIBERLITE CENTRIFUGE, INC.

04/01/98

Name (line 2) (formerly Piramoon Technologies)

**Second Party**

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) HAMBRECHT & QUIST GUARANTY FINANCE, LLC

Name (line 2)

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) ONE BUSH STREET

Address (line 2)

Address (line 3) SAN FRANCISCO

CA

94104

City

State/Country

Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name HAMBRECHT & QUIST GUARANTY FINANCE, LLC

Address (line 1) ONE BUSH STREET

Address (line 2) SAN FRANCISCO, CA 94104

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

REEL: 9114 FRAME: 0336

APR 13 1998

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

RECEIPT ACCTG. DIV.

**Correspondent Name and Address**

Area Code and Telephone Number (415) 439-3300

Name HAMBRECHT & QUIST GUARANTY FINANCE, LLC

Address (line 1) ONE BUSH STREET

Address (line 2) SAN FRANCISCO, CA 94104

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Application Number(s) or Patent Number(s)**

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

|  |  |  |
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|           |            |            |
|-----------|------------|------------|
| 5,601,522 | 5,540,126  | 96915412.9 |
| 5,505,684 | 5,527,257  | 08/792,051 |
| 5,643,168 | 08/753,840 | 08/753,839 |

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT 95/101000

PCT 95/12201

PCT 96/06039

PCT 97/04082

PCT

PCT

**Number of Properties**

Enter the total number of properties involved. #

17

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Anne N. Retterer



April 8, 1998

Name of Person Signing

Signature

Date

04/22/1998 DC0ATES 00000156 5601522

01 FC:581

680.00 OP

RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

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**Patent Number(s)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| 08/561,525           | 08/863,248           | 5,683,341            |
| 09/039,584           | <input type="text"/> | <input type="text"/> |
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PATENT

REEL: 9114 FRAME: 0338

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement"), dated as of 1 April, 1998, is executed by Fiberlite Centrifuge, Inc., a California corporation ("Debtor"), in favor of Hambrecht & Quist Guaranty Finance, LLC, a California limited liability company ("Secured Party").

### RECITALS

A. Debtor and Secured Party have entered into (i) a Loan and Security Agreement (the "Agreement") dated the date hereof, and (ii) a Promissory Note (the "Note") dated the date hereof, pursuant to which Secured Party has made Loan(s) available to Debtor.

B. In order to induce Secured Party to enter into the Agreement and the Note, Debtor has agreed to enter into this Security Agreement and to grant the security interest in the Collateral described below.

### AGREEMENT

NOW, THEREFORE, in consideration described in the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees with Secured Party as follows:

1. Definitions and Interpretation. Unless otherwise defined herein, all capitalized terms used herein and defined in the Agreement shall have the respective meanings given to those terms in the Agreement.

2. Grant of Security Interest. As security for the Loan Obligations, Debtor hereby pledges and assigns to Secured Party and grants to Secured Party a security interest in all of its right, title and interests in and to the following property now owned or hereafter acquired (collectively and severally, the "Collateral"):

(a) All copyrights including all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the United States Copyright Office or any successor office or agency thereto (the "Copyright Office") or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described on Attachment I hereto (collectively, the "Copyrights");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all patent registrations and recordings in the United States Patent and Trademark Office or any successor office or agency thereto (the "Patent and Trademark Office") or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Attachment I hereto (collectively, the "Patents");

(c) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Debtor, including those described in Attachment I hereto (collectively, the "Trademarks");

(d) All goodwill of Debtor's business symbolized by the Trademarks and all customer lists and other records of Debtor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by the Debtor (collectively, the "Trade Secrets").

(f) All claims by Debtor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights, or Trade Secrets;

(g) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds are sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

3. Representations and Warranties. Debtor represents and warrants to Secured Party that (a) Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other Person has any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral other than Permitted Liens; (b) Secured Party has or, in the case of after-acquired Collateral, will have, a perfected first-priority security interest in the Collateral; and (c) Debtor does not own any Patents, Trademarks, Copyrights registered in, or the subject of pending applications in, the Patent and Trademark Office, the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Attachment I hereto.

4. Covenants Relating to Collateral. Debtor hereby agrees (a) to perform all commercially reasonable acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to Secured Party therein and the first priority of such Lien; (b) to appear in

and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral; (c) to promptly register the most recent version of Debtor's material Copyrights, if not so already registered, as Secured Party may reasonably request from time to time; (d) on a continuing basis, to make, execute and acknowledge and deliver appropriate filings with the Patent and Trademark Office and the Copyright Office, including one or more Powers of Attorney substantially in the form of Attachment II hereto. Secured Party agrees not to use the Powers of Attorney unless an Event of Default has occurred and is continuing.

5. Notice of Patent, Trademark or Copyrights. Debtor will promptly notify Secured Party upon (a) the filing by Debtor of an application for the registration of any Patent, Trademark or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof, or (b) the acquisition by Debtor of any Patent, Trademark or Copyright that is filed with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

6. Successors and Assigns. This Security Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of each of the parties; provided, however, that neither this Agreement nor any rights hereunder may be assigned by Debtor without Secured Party's prior written consent, which consent may be granted or withheld in Secured Party's sole discretion. Secured Party shall have the right at any time with the consent of Debtor, not to be unreasonably withheld to sell, transfer, or negotiate all or any part of, or any interest in the Loan Obligations, this Agreement or any of the Related Agreements, and upon any such sale, transfer or negotiation, the assignee thereof shall be entitled to all of the right title and interest of the Secured Party so transferred.

7. Severability. If a court of competent jurisdiction finds any provision of this Security Agreement to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Security Agreement in all other respects shall remain valid and enforceable.

8. Waiver. Secured Party shall not be deemed to have waived any rights under this Security Agreement, unless such waiver is given in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver by Secured Party of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party's right otherwise to demand strict compliance with that provision or any other provision of this Security Agreement. No prior waiver by Secured Party, nor any course of dealing between Secured Party and Debtor, shall constitute a waiver of any of Secured Party's rights or of any obligations of Debtor as to any future transactions. Whenever the consent of Secured Party is required under this Security Agreement, the granting of such consent by Secured Party in any instance shall not constitute continuing consent in subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Secured Party.

9. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed as of the day and year first above written.

FIBERLITE CENTRIFUGE, INC.

*William Michael*

By

*Hyne*  
Name: WILLIAM MICHAEL HYNE  
Title: CHAIRMAN

AGREED:

HAMBRECHT & QUIST GUARANTY  
FINANCE, LLC

By *Andrew W. Kahn*  
Name: ANDREW W. KAHN  
Title: MANAGER

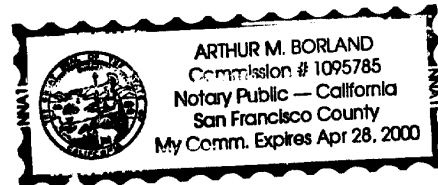
STATE OF CALIFORNIA )

COUNTY OF SAN FRANCISCO)

On APRIL 1, 1998 before me, ARTHUR M. BORLAND, personally appeared WILLIAM HYNES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on such instrument the person or entity on behalf of which the person(s) acted executed the instrument.

WITNESS my hand and official seal.

Signature Arthur M. Borland (Seal)





ATTACHMENT I  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS (including trademark applications)

| <u>Trademark</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|------------------|---------------------|--------------------------|----------------------------|
| 75/444,970       | U.S.                | 03/05/98                 |                            |

PATENTS (including patent applications)

| <u>Patent</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|---------------|---------------------|--------------------------|----------------------------|
| 5,601,522     | U.S.                | 02/11/97                 |                            |
| 5,540,126     | U.S.                | 07/30/96                 |                            |
| 95929435.6    | Europe              | 08/08/95                 |                            |
| 8-507469      | Japan               | 08/08/95                 |                            |
| PCT/95/10100  | Patent Coop Treaty  | 08/08/95                 |                            |
| 5,505,684     | U.S.                | 04/09/96                 |                            |
| 95933212.3    | Europe              | 09/14/95                 |                            |
| 8-510435      | Japan               | 09/14/95                 |                            |
| PCT/95/12201  | Patent Coop Treaty  | 09/14/95                 |                            |
| 5,527,257     | U.S.                | 06/18/96                 |                            |
| 08/792,051    | U.S.                | 02/03/97                 |                            |
| 96915412.9    | U.S.                | 04/30/96                 |                            |
| 8-533437      | Japan               | 04/30/96                 |                            |
| PCT/96/06039  | Patent Coop Treaty  | 04/30/96                 |                            |
| 5,643,168     | U.S.                | 07/01/97                 |                            |
| 08/753,840    | U.S.                | 12/02/96                 |                            |
| 08/753,839    | U.S.                | 12/02/96                 |                            |
| 08/561,525    | U.S.                | 11/21/95                 |                            |
| 08/863,248    | U.S.                | 05/27/97                 |                            |
| PCT/97/04082  | Patent Coop Treaty  | 03/14/97                 |                            |
| 5,683,341     | U.S.                | 11/04/97                 |                            |
| 09/039,584    | U.S.                | 03/16/98                 |                            |

COPYRIGHTS (including copyright applications)

| <u>Copyrights</u> | <u>Jurisdiction</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-------------------|---------------------|--------------------------|----------------------------|
|-------------------|---------------------|--------------------------|----------------------------|

ATTACHMENT II  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF CALIFORNIA                    )  
  ) ss:  
COUNTY OF \_\_\_\_\_                )

KNOW ALL PERSONS BY THESE PRESENTS, THAT Fiberlite Centrifuge, Inc., a California corporation ("Debtor"), pursuant to an Intellectual Property Security Agreement dated the date hereof (the "Security Agreement"), between Debtor and HAMBRECHT & QUIST GUARANTY FINANCE, LLC, a California limited liability company ("Secured Party"), hereby appoints and constitutes Secured Party, its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Debtor in accordance with the Uniform Commercial Code of California, in the event that there is a continuing Event of Default under the Loan Agreement dated as of the date hereof, and Secured Party has declared all loans, advances, debts, liabilities, and financial obligations under the Note to be immediately due and payable:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any letters patent of the United States or any other country or political subdivision thereof, and all registrations, recordings, reissues, continuations, continuations-in-part and extensions thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

2. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

3. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any copyrights, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

4. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Debtor in and to any mask works, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the

foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose;

5. For the purpose of evidencing and perfecting Secured Party's interest in any patent, trademark, copyright or mask work not previously assigned to Secured Party as security, or in any patent, trademark, copyright or mask work, which Debtor may acquire from a third party, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers to the extent necessary or advisable to effect such purpose.

6. To execute any and all documents, statements, certificates or other papers to the extent necessary or advisable to obtain the purposes described above as Secured Party may in its sole discretion determine.

Dated: [Date]

Fiberlite Centrifuge, Inc.

*William Michael Hynes*

By

Name: WILLIAM MICHAEL HYNES  
Title: CHAIRMAN

STATE OF CALIFORNIA

)

)ss.:

COUNTY OF SAN FRANCISCO

)

On APRIL 1, 1998 before me, ARTHUR M. BORLAND, personally appeared WILLIAM HYNES, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~is~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in her/~~his~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on such instrument the person or entity on behalf of which the person(~~s~~) acted executed the instrument.

WITNESS my hand and official seal.

Signature Arthur M. Borland (Seal)

