

01-27-1999

1-26-99



100951379

To the honorable Commissioner of I

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Applied Science Fiction, Inc.
8920 Business Park Blvd.
Austin, TX 75758

2. Nature of Conveyance: 1-26-99

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: Intellectual Property Security Agreement

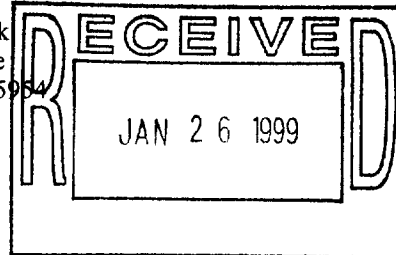
Execution Date: January 14, 1999

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Name and address of receiving party(ies):

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054



Additional name(s) & address(es) attached?

☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

08/999,421

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

April Piercey
Cooley Godward LLP
5 Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

6. Total number of applications and patents involved:

7. Total Fee (37 CFR 3.41):

\$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: 03-3115.

(Attach duplicate copy of this page if paying by deposit account)

01/26/1999 DNGUYEN 00000219 08999421

01 FC:581

40.00 OP

DO NOT USE THIS SPACE

40E

9. 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.

April M. Piercey

January 25, 1999

Date

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

(Kodak)

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 14, 1999, by and between SILICON VALLEY BANK ("**Bank**") and APPLIED SCIENCE FICTION, 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 Note Purchase Agreement dated as of September 30, 1998, by and between Bank and Grantor, as amended by that certain First Amendment to the Note Purchase Agreement dated January 14, 1999 (as the same may be further amended, modified or supplemented from time to time, the "**Note Purchase Agreement**"); capitalized terms used herein are used as defined in the Note Purchase 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 as set forth herein to secure the obligations of Grantor under the Note Purchase Agreement.

B. Pursuant to the terms of the Note Purchase 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 Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note Purchase Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under all royalty payments, now owned or hereafter acquired, under (i) that certain SDC Development and License Agreement, dated as of August 4, 1997, by and between Debtor and Eastman Kodak Company ("**Kodak**"), and any amendments or modifications thereto, now existing or hereafter made (the "**Kodak License**"), with respect to Kodak's Digital Mini-Lab line of products, including, without limitation, the lab kit, or any successor line of products in the same price and quality range as Kodak's Digital Mini-Lab line (collectively, the "**Kodak Digital Mini-Lab Line**"), including without limitation, royalty payments pursuant to Section 4 of the Kodak License with respect to the Kodak Digital Mini-Lab Line, together with all proceeds and products of the foregoing, and (ii) any other agreement or arrangement between Debtor and Kodak pursuant to which Kodak will use or obtains rights to use Debtor's Digital ICE technology with respect to the Kodak Digital Mini-Lab Line (collectively, the "**Collateral**").

The underlying intellectual property licensed under the Kodak License includes the following federally-registered copyrights, patents and trademarks (the "**Federally-Registered Intellectual Property**"):

See Schedules A, B and C

Out of an abundance of caution and only to ensure that the Bank has a properly perfected security interest in the Collateral, Grantor hereby grants the Bank a security interest in and to all of Grantor's right, title and interest in and to the Federally-Registered Intellectual Property to the extent, and only to the extent, necessary to properly perfect the Bank's security interest in the Collateral. A filing shall be made in the U.S. Patent and Trademark Office and the U.S. Copyright Office to notice the grant of a security interest in the Collateral (and the Federally-Registered Intellectual Property but only to the extent necessary to properly perfect the Bank's Security interest in the Collateral) to the Bank in addition to UCC financing statement(s) being filed with the relevant state offices.

Grantor may in the future seek to obtain financing or investments which may or may not be secured by the Federally-Registered Intellectual Property (or may involve a negative pledge of the Federally-Registered Intellectual Property). Bank agrees to and will cooperate fully with the Grantor and such lender or investor in delineating the extent of the Bank's security interest in the Collateral, including, without limitation, executing any additional documents reasonably necessary regarding same.

This security interest is granted in conjunction with the security interest granted to Bank under the Note Purchase Agreement and the Security Agreement dated as of the date hereof, by and between Grantor and Bank. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Note Purchase Agreement and the other Transaction Documents (as defined in the Note Purchase Agreement), 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 Note Purchase Agreement or any of the Transaction 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 Note Purchase 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 Bank, of any or all other rights, powers or remedies.

[INTENTIONALLY BLANK]

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.

Address of Grantor:

8920 Business Park Drive
Austin, Texas 78759

GRANTOR:

APPLIED SCIENCE FICTION, INC.

By: 

Name: Mark R. Fuchs

Title: VP Finance

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

(Kodak)

PATENT
REEL: 9713 FRAME: 0806

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.

Address of Grantor:

8920 Business Park Drive
Austin, Texas 78759

GRANTOR:

APPLIED SCIENCE FICTION, INC.

By: _____

Name: _____

Title: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: Mezzanine Finance, NC475

BANK:

SILICON VALLEY BANK

By: 

Name: KIRK J. BLODDE

Title: SENIOR VICE PRESIDENT

[INTELLECTUAL PROPERTY SECURITY AGREEMENT]

(Kodak)

PATENT
REEL: 9713 FRAME: 0807

SCHEDULE A

COPYRIGHTS

Description	Registration/Application Number	Registration/Application Date
SDCLW32		9/28/98

350757 v3/PA
75n903!.DOC
011399/1738

PATENT
REEL: 9713 FRAME: 0808

SCHEDULE B

PATENTS

Description	Registration/Application Number	Registration/Application Date
Defect Channel Nulling	08/999,421	12/29/97

SCHEDULE C
TRADEMARKS

Description	Registration/Application Number	Registration/Application Date
Digital Ice	421176	1/21/98

350757 v3/PA
75n903!.DOC
011399/1738