

RECORDATION FORM
PATENTS

05-26-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office

101045362

Tab settings 000Y 5.21.99 Y

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

1. Name of conveying party(ies):

LJZARDTECH, INC.

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

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: 4/22/99

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: HG150

Street Address: 3001 TASMIA DRIVE

City: SANTA CLARA State: CA ZIP: 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)

5,710,835 5,467,110 5,130,701

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

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

Name: SILICON VALLEY BANK

Internal Address: HG150

Street Address: 3001 TASMIA DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☐ Enclosed

CHECK NO. 7944

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

05/25/1999 MTHAI1 00000073 5710835

05/25/1999 Statement and signature. 120.00 DP

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.

JOSEPHINE M. CARINO

Name of Person Signing

Signature

5/13/99

Date

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PATENT
REEL: 009958 FRAME: 0719

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 22, 1999 by and between SILICON VALLEY BANK ("Bank") and LizardTech, 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 April 22, 1999 (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 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 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.

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.

GRANTOR:

Address of Grantor:

LizardTech, Inc.

1008 Western Avenue, Suite 200
Seattle, WA 98104

Attn: _____

By: _____

Title: Vice President of Finance
Chief Financial Officer
Secretary & Treasurer

BANK:

Address of Bank:

SILICON VALLEY BANK

915 118th Ave. S.E., Ste. 250
Bellevue, WA 98005

Attn: _____

By: _____

Title: AVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MrSID Compress is property of LizardTech. Copyright © 1995-99, LizardTech, Inc., 1008 Western Ave., Suite 200, Seattle, WA 98104. All rights reserved. U.S. Patent No. 5,710,835. Foreign Patents Pending.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LIZARDTECH is party to a Technology Licensing Agreement with THE REGENTS OF THE UNIVERSITY OF CALIFORNIA through which it has an exclusive right to commercialize MrSID Technology, under the patent entitled " <i>Storage and Retrieval of Large Digital Images</i> "	U.S. Patent No. 5,710,835	January 20, 1998
LIZARDTECH is party to a Technology Licensing Agreement with THE REGENTS OF THE UNIVERSITY OF CALIFORNIA through which it has an exclusive right to commercialize the MCICR Technology under the patents entitled " <i>Population Attribute Compression</i> " and " <i>Digital Color Representation</i> "	U.S. Patent Nos. 5,467,110 and 5,130,701	November 14, 1995 and July 14, 1992

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MrSID, MrSID Professional, MrSID Publisher and LizardTech are trademarks of LizardTech, Inc.	Not Issued	3/2/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MrSID, MrSID Professional, MrSID Publisher and LizardTech are trademarks of LizardTech, Inc.		

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
-- none --	-- n/a --	-- n/a --