

05-26-1999



101047330

5.6.99

**RECORDATION FORM COVER SHEET  
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**

RECEIVED  
MAY - 6 P 1:01  
U.S. PATENT & TRADEMARK OFFICE  
FEE PROCESS

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Name (line 1)  IMP, Inc.

Name (line 2)  a Delaware corporation

Execution Date  
Month Day Year  
 04 30 99

**Second Party**

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  The CIT Group/Credit Finance, Inc.

Name (line 2)

Address (line 1)  300 South Grand Avenue, Third Floor

Address (line 2)

Address (line 3)  Los Angeles  California  90071

City State/Country Zip Code

☐ 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.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

05/25/1999 DNGUYEN 00000146 5430584

FOR OFFICE USE ONLY

01 FC:581

880.00 OP

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:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**PATENT**  
REEL: 009968 FRAME: 0007

## Correspondent Name and Address

Area Code and Telephone Number 415/398-4700

Name Murphy Sheneman Julian &amp; Rogers

Address (line 1) Attention: D. Elaine Howard, Legal Assistant

Address (line 2) 101 California Street

Address (line 3) 39th Floor

Address (line 4) San Francisco, California 94111

## Pages

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

# 12

## 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)


5,430,584	5,463,603	5,245,565
5,325,317	5,463,349	5,407,849
5,493,251	5,401,987	5,565,375

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 PCT PCT  
PCT PCT PCT

## Number of Properties

Enter the total number of properties involved.

# 22

## Fee Amount

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

880<sup>00</sup>Method of Payment:  
Deposit AccountEnclosed ☒ 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:

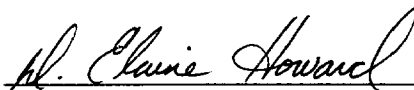
Yes ☐No ☐

## 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.

D. Elaine Howard

Name of Person Signing



Signature

April 30, 1999

Date

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) IMP, Inc.

Execution Date  
Month Day Year

04 30 99

Name (line 2) a Delaware corporation

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) The CIT Group/Credit Finance, Inc.

☐ 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.)

Name (line 2)

Address (line 1) 300 South Grand Avenue, Third Floor

Address (line 2)

Address (line 3) Los Angeles

City

California

State/Country

90071

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ 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.)

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)

5,444,579	5,565,815	5,834,951
5,666,086	5,554,957	5,691,658
5,491,681	5,581,536	5,113,147
5,122,915	5,173,664	5,617,093
5,861,719		

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of April 30, 1999, by and between IMP, INC., a Delaware corporation ("Assignor"), and THE CIT GROUP/CREDIT FINANCE, INC. ("Assignee").

## RECITALS

A. Assignor and Assignee are parties to that certain Loan and Security Agreement of even date herewith, pursuant to which Assignee is providing financial accommodations to Assignor on the terms and conditions set forth therein. (Said Loan and Security Agreement, as in effect from time to time, together with all exhibits and schedules thereto, is hereinafter referred to as the "Loan Agreement"). All capitalized terms used in this Agreement and not otherwise defined herein will have the respective meanings set forth in the Loan Agreement.

B. In order to induce Assignee to enter into the Loan Agreement and make the Revolving Loans and Term Loans to or for the benefit of Assignor as provided for therein, Assignor has agreed to grant a first priority security interest in certain intangible property to Assignee for purposes of securing the obligations of Assignor to Assignee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Obligations, including without limitation all obligations of every nature of Assignor now or hereafter existing under the Loan Agreement or this Agreement (all of which shall collectively be called the "Secured Obligations"), Assignor hereby assigns, transfers, conveys and grants to Assignee a first priority security interest, as security, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof that is created by Assignor, 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");

(b) 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;

(c) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;

INTELLECTUAL PROPERTY  
SECURITY AGREEMENT

5616/A0068.DMO

PATENT  
REEL: 009968 FRAME: 0010

(d) 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");

(e) 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 Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Right to the proceeds arising from any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue on behalf of and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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.

2. Authorization and Request. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:

(a) Assignor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Assignor to its customers in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Assignor is party or by which Assignor is bound, in any case, the effect of which could reasonably be expected to have a material adverse effect on Assignor, its assets or its business;

(c) During the term of this Agreement, Assignor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-

exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party, in any case, the effect of which could reasonably be expected to have a material adverse effect on Assignor, its assets or its business;

(e) Assignor shall promptly advise Assignee of any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Agreement, and any other material change in the composition of the Intellectual Property Collateral;

(f) Assignor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, unless Assignor determines that reasonable business practices suggest that such efforts are not appropriate, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Assignee in writing of material infringements detected, and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, unless Assignor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Assignor shall promptly register the most recent version of any of Assignor's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may reasonably request from time to time to perfect or continue the perfection of Assignee's interest in the Intellectual Property Collateral;

(h) This Agreement creates in favor of Assignee a valid security interest in the Intellectual Property Collateral in the United States of America listed on the Exhibits hereto securing the Secured Obligations, and upon the filing of the UCC financing statements in the appropriate jurisdictions and making the filings referred to in clause (i) below, a perfected first priority security interest in such collateral;

(i) Except for, and upon, (i) the filing of this Agreement with the United States Patent and Trademark office with respect to the Patents and Trademarks and with the Register of Copyrights with respect to the Copyrights, and (ii) the filing of the UCC financing statements with the Secretary of State of the State of California, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body that has not already been made or obtained is required either (x) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor in the United States or (y) for the perfection in the United States or the exercise by Assignee of its rights and remedies hereunder;

(j) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent. Assignor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts, and except that Assignor shall not be prohibited from granting non-exclusive licenses, or entering into marketing and distribution agreements in the normal course of its business.

(l) Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Assignee in writing of any event that could reasonably be expected to have a material adverse effect on Assignor, its assets or its business.

4. Assignee's Rights. After an Event of Default, Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Agreement to take but which Assignor fails to take. Assignor shall reimburse and indemnify Assignee for all costs and expenses incurred in the exercise of its rights under this section 4.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Assignor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, from time to time in Assignee's discretion, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Agreement, including:

(i) To modify, in its sole discretion, this Agreement without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A, Exhibit B or Exhibit C hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral, without the signature of Assignor where permitted by law.

6. Events of Default. The occurrence of any "Event of Default" under and as defined in the Loan Agreement shall constitute an event of default under this Agreement (each an "Event of Default").

7. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Assignee shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Intellectual Property Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Assignee's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative. Notwithstanding the foregoing, if Assignee, in the exercise of its remedies sells the Intellectual Property Collateral other than as part of a sale of all or substantially all of Assignee's collateral for the Secured Obligations, and Assignor is still conducting operations, then Assignee will retain for Assignor a nonassignable, nonexclusive, perpetual, royalty-free license to continue using the Intellectual Property Collateral in the ordinary course of Assignor's business.

8. Indemnity. Assignor agrees to defend, indemnify and hold harmless Assignee and each of its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

9. Reassignment. At such time as Assignor shall completely satisfy all of the Secured Obligations, Assignee shall execute and deliver to Assignor all deeds, assignments



and other instruments as may be necessary or proper to revest in Assignor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. 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.

13. California Law and Jurisdiction; JURY TRIAL WAIVER. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee hereby agree and acknowledge that the jury trial waiver provision contained in Section 8.1 of the Loan Agreement and the consent to jurisdiction provision contained in Section 8.3 of the Loan Agreement both apply to any action or proceeding arising out of this Agreement or with respect to the Intellectual Property Collateral, and such provisions are incorporated herein by reference and made a part hereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Assignor:

IMP, INC.

By: Phil Ferguson  
Phil Ferguson  
President and Chief Executive Officer

Assignee:

THE CIT GROUP/CREDIT FINANCE, INC.

By: Thomas Hayes  
Thomas Hayes  
Vice President

**EXHIBIT A**

**COPYRIGHTS AND COPYRIGHT LICENSES**

Federal Copyrights

Copyrights

Registration Number

Application Number

AS OF THE DATE OF THIS AGREEMENT,  
ASSIGNOR OWNS NO COPYRIGHTS OR COPYRIGHT LICENSES

NONE AS OF THE CLOSING DATE

**EXHIBIT B**

**PATENTS AND PATENT LICENSES**

Federal Patents

Patent

Registration Number

Application Number

**SEE ATTACHED LIST**

**EXHIBIT C**

**TRADEMARKS AND TRADEMARK LICENSES**

Federal Trademarks

Trademark

Registration Number

Application Number

AS OF THE DATE OF THIS AGREEMENT,  
ASSIGNOR OWNS NO TRADEMARKS OR TRADEMARK LICENSES

NONE AS OF THE CLOSING DATE

IMP, Inc.  
Patent Report by Invention

Patent Number	Date Issued	Description
5,430,584	07/04/95	Disk Drive Interface Combining a Magneto-Resistive Read and Inductive Write Circuits
5,463,603	10/31/95	Computer Disk Drive Integrated Data Path Circuit Optimized for Handling Both Data and Servo Signals
5,245,565	09/14/93	Digitally Programmable Linear Phase Filter Having Phase Equalization
5,325,317	06/28/94	Digitally Programmable Linear Phase Filter Having Phase Equalization
5,463,349	10/31/95	Digitally Programmable Linear Phase Filter Having Phase Equalization
5,407,849	04/18/95	CMOS Process and Circuit Including Zero Threshold Transistors
5,493,251	02/20/96	CMOS Process and Circuit Including Zero Threshold Transistors
5,401,987	03/28/95	Self-Cascading CMOS Device
5,565,375	10/15/96	Self-Cascading CMOS Device
5,444,579	08/22/95	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source
5,565,815	10/15/96	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source
5,834,951	11/10/98	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source
5,666,086	09/09/97	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source
5,554,957	09/10/96	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source
5,691,658	11/25/97	Preamplifier of a Signal From a Variable Resistance Sensor, and a Current Source

IMP, Inc.  
Patent Report by Invention

<u>Patent Number</u>	<u>Date Issued</u>	<u>Description</u>
5,491,681	02/13/96	Peak Detector for Amplitude Modulated Signals
5,581,536	12/03/96	Peak Detector for Amplitude Modulated Signals
5,113,147	05-12-92	Wide-Band Differential Amplifier Using GM-Cancellations.
5,122,915	06/16/92	Low-Noise Preamplifier for Magneto-Resistive Heads
5,173,664	12-22-92	Phase Locked Loop Having Constant Gain for Recovering Clock from Non-Uniformly Spaced Data
5,617,093	04/10/97	Switched Capacitor Analog Circuits with Low Input Capacitance
5,861,719	01/19/99	Regulated Power Supplies for Electroluminescent Lamps