

M.W. 3/7/00

03-20-2000

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark Office

OMB No. 0651-0011 (Exp. 4/94)

101292550

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

1. Name of conveying party(ies):

Heuristic Physics Laboratories, Inc.

MRS
3/7/00

2. Nature of Conveyance:

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

Execution Date: February 15, 2000

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

☐ Yes ☒ No

Reel/Frame:

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

Applied Materials, Inc.
2861 Scott Blvd., M/S 1954
Santa Clara, CA 95050

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

☐ Yes ☒ No

4. Application number(s) or patent number(s): Please see attached

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

A. Patent Application No.(s)

08/985,624

B. Patent No.(s):

5,475,695

Additional numbers attached? ☐ Yes ☒ No

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

Diana R. Sanchez
Cooley Godward LLP
5 Palo Alto Square
3000 El Camino Real
Palo Alto, CA 94306

6. Total number of applications and patents involved: 2

7. Total Fee (37 CFR 3.41): \$ \$80.00

- ☒ 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)

DO NOT USE THIS SPACE

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.

Diana R. Sanchez

February 24, 2000

Date

Total number of pages including cover sheet, attachments, and document: 01

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

03/20/2000 DNGUYEN 00000049 08985624

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57982 v1/HN

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80.00 DP

PATENT
REEL: 010609 FRAME: 0153

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 15, 2000 by and between APPLIED MATERIALS, INC. ("*Lender*") and HEURISTIC PHYSICS LABORATORIES, INC. ("*Grantor*").

RECITALS

A. Lender has made and has agreed to make certain advances of money and to extend certain financial accommodation to Grantor as evidenced by that certain Secured Convertible Debenture (the "*Note*") dated as of even date herewith and executed by Grantor in favor of Lender (collectively the "*Loans*"). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents to secure the obligations of Grantor under the Note.

B. Pursuant to the terms of that certain Security Agreement (the "*Security Agreement*") dated as of even date herewith and executed by Grantor in favor of Lender, Grantor has granted to Lender 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 as defined therein.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Note, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under the following:

(a) Any and all (i) copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or any other country, including, without limitation, all software, computer programs, computer databases, computer program flow diagrams, source code, object code and executable code; (ii) registrations, applications, recordings and proceedings in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) any continuations, renewals or extensions thereof; (iv) any registrations to be issued in any pending applications; (v) prior versions of works covered by copyright and all works based upon, derived from or incorporating such work; (vi) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to copyrights, including, without limitation, damages, claims and recoveries for past, present or future infringement; (vii) rights to sue for past, present and future infringements of any copyright; and (viii) any other rights corresponding to any of the foregoing rights throughout the world, 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 Grantor now or hereafter existing, created, acquired or held;

(d) Any and all (i) letters patent of the United States or any other country, all registrations and recordings thereof and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; (ii) all reissues, divisions, continuations, renewals, continuations-in-part or extensions thereof; (iii) all petty patents, divisionals and patents of addition; (iv) all patents to issue in any such applications; and (v) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to patents, including, without limitation, damages, claims and

recoveries for past, present or future infringement; and (vi) rights to sue for past, present and future infringements of any patent, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit B** attached hereto (collectively, the "Patents");

(e) Any and all (i) trademarks, tradenames, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country (collectively, the "**Marks**"); (ii) any reissues, extensions or renewals thereof; (iii) the goodwill of the business symbolized by or associated with the Marks; and (iv) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, damages, claims and recoveries for past, present or future infringement; and (v) rights to sue for past, present and future infringements of the Marks, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "Trademarks");

(f) Any and all Copyright License, Patent License, Trademark License or other license of intellectual property rights or interests now held or hereafter acquired by Grantor. Copyright License means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right in or to any Copyright or Copyright registration (whether Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which Grantor has obtained the exclusive right to use a copyright owned by a third party. Patent License means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right with respect to any invention on which a Patent is in existence (whether Grantor is the licensee or the licensor thereunder). Trademark License means any written agreement, in which Grantor now holds or hereafter acquires any interest, granting any right in and to any Trademark or Trademark registration (whether Grantor is the licensee or the licensor thereunder);

(g) 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 Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other transaction documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Security Agreement or any related document, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any related agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, 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:

2033 Gateway Place, Suite 400

San Jose, CA 95110

GRANTOR:

HEURISTIC PHYSICS LABORATORIES, INC.

By: 

Name: David V. Lepejcin

Title: President

Address of Lender:

2881 Scott Boulevard, M/S 2064

Santa Clara, California 95050

LENDER:

APPLIED MATERIALS, INC.

By: _____

Name: _____

Title: _____

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:

2033 Gateway Place, Suite 400

San Jose, CA 95110

GRANTOR:

HEURISTIC PHYSICS LABORATORIES, INC.

By: _____

Name: _____

Title: _____

Address of Lender:

2881 Scott Boulevard, M/S 2064

Santa Clara, California 95050

LENDER:

APPLIED MATERIALS, INC.

By: _____

Name: Katman Kaufman

Title: Corp Vice President
Strategic Planning + Business Development

AM
1/31/00

JJS
1/31/00

[Signature] 1/31/00

EXHIBIT A
COPYRIGHTS

COPYRIGHTS	REGISTRATION OR APPLICATION#
1. Correlate V2.exe	
2. Rba.exe	
3. RFA.exe	
4. Rpa.exe	
5. RSA.exe	
6. BitmapView	
7. WaterView	
8. LayoutView	
9. ImageView	
10. YieldProjector	
11. HyperView (CM.exe)	
12. WorkFlowView	
13. MetaData.exe	
14. ABACUS.EXE	

EXHIBIT B**PATENTS**

PATENTS	REGISTRATION OR APPLICATION#
1. Automatic Failure Analysis System	US5475695
2. Method for using inspection data for improving throughput of stepper operations in manufacturing of integrated circuits	08/985,624 (serial#)

EXHIBIT C
TRADEMARKS

TRADEMARKS	REGISTRATION OR APPLICATION#
None.	

**EXHIBIT B
PATENT**

Patent Application Title	Application Number	Patent Number	Filing Date	Date of Issuance	Owner of Record	Assignment History
Automatic Failure Analysis System		5,475,695		12/12/1995	Semiconductor Diagnosis & Test Corporation	

PATENT APPLICATION

Patent Application Title	Application Number	Patent Number	Filing Date	Date of Issuance	Owner of Record	Assignment History
Method for using inspection data for improving throughput of stepper operations in manufacturing of integrated circuits	08/985,624					