

09-18-2000

Docket No.:

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
P08/REV02

IEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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Tab settings → → → ▼

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

1. Name of conveying party(ies):

Aptix Corporation,
a California corporation

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: **July 25, 2000**

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

Name: **Amr Moshen**Internal Address: **c/o Aptix Corporation**Street Address: **2890 North First Street**City: **San Jose**State: **CA**ZIP: **95134**Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration numbers(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5,973,340

5,640,308

5,432,708

5,903,041

5,544,069

5,414,638

5,661,409

5,640,308

5,413,489

5,654,564

5,451,811

5,412,261

Additional numbers attached? ☒ Yes ☐ No

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

6. Total number of applications and patents involved:

33

Name: **Charlotte Carberry**7. Total fee (37 CFR 3.41):.....\$ **1,320.00**Internal Address: **c/o Manatt, Phelps & Phillips, LLP**☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit accountStreet Address: **1001 Page Mill Road**

8. Deposit account number:

Building 2City: **Palo Alto**State: **CA**ZIP: **94304**

09/18/2000 DNGUYEN 00000324 5973340

DO NOT USE THIS SPACE

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1320.00 CP

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.

Francis X. Ferrer, Esq.

Name of Person Signing

Signature

14

Date

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

PATENT

REEL: 011058 FRAME: 0980

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

Conveying patents from Aptix Corporation, a California Corporation to Amr Moshen.

B. Patent No.(s) [Continued from pg. 14]

5,406,138	5,371,390	5,311,053
5,400,948	5,367,482	5,301,147
5,400,294	5,341,267	5,264,741
5,400,262	5,321,322	5,257,239
5,384,433	5,319,261	5,239,503
5,383,787	5,315,545	5,077,451
5,377,124	5,313,021	5,055,973

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "*Agreement*") is made as of July 25, 2000 by and between **APTIX CORPORATION**, a California corporation ("*Pledgor*") and **AMR MOHSEN** ("*Pledgee*"), an individual.

RECITALS

A. Pledgee has agreed to lend to Pledgor certain funds (the "*Loan*"), and Pledgor desires to borrow such funds from Pledgee. The Loan will be secured pursuant to the terms of certain loan documents of even date herewith (as same may be amended in the future, the "*Loan Documents*").

B. In order to induce Pledgee to make the Loan, Pledgor has also agreed to assign certain intangible property to Pledgee for purposes of securing the obligations of Pledgor to Pledgee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as set forth below:

1. Assignment for Collateral Purposes, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future indebtedness, obligations and liabilities to Pledgee, Pledgor hereby assigns, transfers, conveys and grants a mortgage to Pledgee, as security, Pledgor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "*Collateral*"):

(a) Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, 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, or acquired or held;

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

(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 service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "*Trademarks*")

(f) 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 for 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; and

(h) 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.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE PLEDGOR'S OBLIGATIONS TO PLEDGEE UNDER THE LOAN DOCUMENTS.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

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

(a) Pledgor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for liens, encumbrances or security interests described in **Exhibit D** attached hereto;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

(c) During the term of this Agreement, Pledgor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Pledgor;

(d) Pledgor shall promptly advise Pledgee of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Pledgor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights; (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Pledgee 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 Pledgee, which consent shall not be unreasonably withheld;

(f) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Collateral, in favor of Pledgee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents upon making the filings referred to in clause (i) below, and a search to be ordered by Pledgee upon execution hereof shall so reflect. If for any reason such search reflects any liens or encumbrances other than that of Pledgee, Pledgor shall take all steps necessary to have such liens released or assigned to Pledgee, as Pledgee may direct;

(g) Except for, and upon, the filing with the United States Patent and Trademark Office with respect to the Patents necessary to perfect the security interests and assignment for collateral purposes only created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement or by Pledgor; or (ii) for the perfection in the United States or the exercise by Pledgee of its rights and remedies hereunder;

(h) Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Pledgee's prior written consent. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(i) Upon any officer of Pledgor obtaining knowledge thereof, Pledgor will promptly notify Pledgee in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Pledgor or Pledgee to dispose of any of the Collateral or the rights and remedies of Pledgee in relation thereto, including the levy of any legal process against any of the Collateral.

4. Pledgee's Rights. Pledgee shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Pledgee for all costs and expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Pledgor hereby grants to Pledgee and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided,

however, nothing herein shall entitle Pledgee to access to Pledgor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Pledgor 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 take all such action as may reasonably be deemed necessary or advisable, or as requested by Pledgee to carry out the intent and purposes of this Agreement, or for assuring and confirming to Pledgee the grant or perfection of a security interest in all Patents.

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

(c) Pledgee shall have the right, but not the obligation to modify in its sole discretion this Agreement without first obtaining Pledgor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C hereof, to include reference to any right, title or interest in any copyright, patents, or trademarks acquired by Pledgor after the execution hereof or to delete any reference to any right, title, interest in any copyrights, patents, or trademarks in which Pledgor no longer has or claims any right, title or interest; and

(d) Pledgee shall have the right, but not the obligation, to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Pledgor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default occurs under the Loan Documents or any other agreement between Pledgee and Pledgor; or

(b) Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

8. Remedies. Upon the occurrence of an Event of Default, Pledgee 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 Pledgor to assemble the Collateral and to make it available to Pledgee at a place designated by Pledgee. Pledgor will pay any expenses (including attorneys' fees) incurred by Pledgee in connection with the exercise of any of Pledgee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Pledgee's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Pledgor agrees to defend, indemnify and hold harmless Pledgee and 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 Pledgee as a result of or in any way arising out of, following or consequential to transactions between Pledgee and Pledgor, whether under this Agreement or otherwise (including without limitation attorneys fees and expenses), except for losses arising from or out of Pledgee's gross negligence or willful misconduct.

10. Reassignment. At such time as Pledgor shall completely satisfy all of the obligations secured hereunder, Pledgee shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to revest in Pledgor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Pledgee pursuant hereto.

11. 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.

12. Attorneys' Fees and Legal Costs. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, legal costs and disbursements.

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

14. 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.

15. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Pledgor and Pledgee consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

PLEDGOR:

APTIX CORPORATION

By: 

Its: C.F.O.

PLEDGEE:

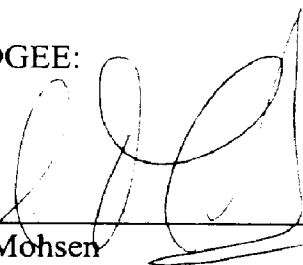

Amir Mohsen

Exhibit "A"

Copyrights

Description	Registration/Application No.	Registration/Application Date

Exhibit "B"**Patents**

Description	Patent No.	Issued
Utility Interconnect substrate with circuits for field-programmability and testing of multichip modules and hybrid circuits	5,973,340	October 26, 1999
Utility Integrated two-terminal fuse-antifuse and fuse and integrated two-terminal fuse-antifuse structures incorporating an air gap	5,903,041	May 11, 1999
Utility field programmable printed circuit board	5,661,409	August 26, 1997
Utility Interconnect structure with programmable ic for interconnecting electronic components, including circuitry for controlling programmable ic	5,654,564	August 05, 1997
Utility Field Programmable Circuit Module	5,640,308	June 17, 1997
Utility Structure having different levels of programmable integrated circuits interconnected through bus lines for interconnecting electronic components	5,544,069	August 06, 1996
Utility Field Programmable Circuit Module	5,640,308	June 17, 1997
Utility Electrically Programmable Interconnect Element For Integrated Circuits	5,451,811	September 19, 1995
Utility Multichip module integrated circuit device having maximum input/output capability	5,432,708	July 11, 1995
Utility Programmable Interconnect Architecture	5,414,638	May 09, 1995
Utility Integrated Socket And Ic Package Assembly	5,413,489	May 09, 1995
Utility Two-Stage Programmable Interconnect Architecture	5,412,261	May 02, 1995

Utility Programmable interconnect architecture using fewer storage cells than switches	5,406,138	April 11, 1995
Utility Circuit Board For High Pin Count Surface Mount Pin Grid Arrays	5,400,948	March 28, 1995
Utility Memory Cell With User-Selectable Logic State On Power-Up	5,400,294	March 21, 1995
Utility Universal Interconnect Matrix Array	5,400,262	March 21, 1995
Utility Printed circuit structure including power, decoupling and signal termination	5,384,433	January 24, 1995
Utility Integrated Circuit Package With Direct Access to Internal Signals	5,383,787	January 24, 1995
Utility Field Programmable Printed Circuit Board	5,377,124	December 27, 1994
Utility Interconnect substrate with circuits for field-programmability and testing of multichip modules and hybrid circuits	5,371,390	December 06, 1994
Utility High Voltage Random-Access Memory Cell Incorporation Level Shifter	5,367,482	November 22, 1994
Utility Structures for electrostatic discharge protection of electrical and other components	5,341,267	August 23, 1994
Utility Programmable Interconnect Architecture Without Active Devices	5,321,322	June 14, 1994
Utility Reprogrammable interconnect architecture using fewer storage cells than switches	5,319,261	June 07, 1994
Utility High-Voltage Five-Transistor Static Random Access Memory Cell	5,315,545	May 24, 1994
Utility Circuit Board For High Pin Count Surface Mount Pin Grid Arrays	5,313,021	May 17, 1994
Utility Interconnection Network	5,311,053	May 10, 1994

Utility Static random access memory cell with single logic-high voltage level Bit-line and address-line drivers	5,301,147	April 05, 1994
Utility Low current, fast, cmos static pullup circuit for static random- access memories	5,264,741	November 23, 1993
Utility Memory Cell With Known State On Power-Up	5,257,239	October 26, 1993
Utility High Voltage Random-Access Memory Cell Incorporating Level Shifter	5,239,503	August 24, 1993
Utility Custom Tooled Printed Circuit Board	5,077,451	December 31, 1991
Utility Custom Tooled Printed Circuit Board	5,055,973	October 08, 1991

Exhibit "C"

U. S. Federal Trademarks

Trademark	Registration No.	Registration Date	International Class
APTIX	1,740,520	December 15, 1992	9
FPCB	1,745,081	January 5, 1993	9
FPIC	1,743,870	December 29, 1992	9

Exhibit "D"

- Loan Agreement between Pledgor (Aptix) and Silicon Valley Bank