

07-02-2001



101765737

Form PTO-1595
(Rev. 03/01)RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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):

Callient Optical Components, Inc.

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as Agent

Internal/Address: _____

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: _____

May 16, 2001

Street Address: 2010 North First StreetCity: San JoseState: CAZip: 95131Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 13

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

A. Patent Application No.(s) 09/334,408 60/179,912
09/231,083B. Patent No.(s) 5,179,499 5,199,917
5,506,175 5,726,073 5,426,070 6,027,951
5,628,917 5,770,465 5,149,673 5,375,033Additional numbers attached? ☒ Yes ☐ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky et alFour Embarcadero Center, Suite 4000City: San Francisco State: CA Zip: 941116. Total number of applications and patents involved: 377. Total fee (37 CFR 3.41).....\$ 2040.00☒ Enclosed☐ 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

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.

Russell D. Pollock

Name of Person Signing

Signature

6-14-01

Date

Total number of pages including cover sheet, attachments, and documents: 16Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

06/29/2001 TDI A21 00000092 09334408

01 FC:581

2040.00 DP

PATENT
REEL: 011934 FRAME: 0464

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):

Calient Optical Components, 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: 5/16/01

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as

Agent

Internal/Address: _____

Street Address: 2010 North First Street

Suite 202

City: San Jose State: CA Zip: 95131

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s): 10

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) 5,287,082 5,397,904

5,627,427 5,563,343 5,610,335 5,640,133

5,914,553 5,399,415 5,844,251 5,363,021

Additional numbers attached? ☒ Yes ☐ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Rafovsky et al

Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and patents involved: 51

7. Total fee (37 CFR 3.41).....\$ 2040.00

☒ Enclosed☐ 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

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.

Russell D. Pollock

Name of Person Signing

Signature

6-14-01

Date

Total number of pages including cover sheet, attachments, and documents: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENTS ONLY

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):

Calient Optical Components, 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: 5/16/01

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as

Agent

Internal Address: _____

Street Address: 2010 North First Street

Suite 202

City: San Jose State: CA Zip: 95131Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): 16

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

A. Patent Application No.(s)

08/867,060
 08/568,845 08/683,929 09/030,641 60/154,631
 09/156,507 08/867,060 09/090,840 09/156,037

B. Patent No.(s) 5,235,187 5,449,903

5,615,143 5,847,454 5,536,988
 6,000,280 6,066,265

Additional numbers attached? ☒ Yes ☐ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky et alFour Embarcadero Center, Suite 4000City: San Francisco State: CA Zip: 941116. Total number of applications and patents involved: 577. Total fee (37 CFR 3.41).....\$ 2040.00☒ Enclosed☐ 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

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.

Russell D. Pollock

Name of Person Signing

Russell D. Pollock

Signature

6-14-01

Date

Total number of pages including cover sheet, attachments, and documents: 16

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENTS ONLY

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):

Calient Optical Components, 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: 5/16/01

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing III, Inc., as

Agent

~~Internal~~ Address: _____Street Address: 2010 North First StreetSuite 202City: San Jose State: CA Zip: 95131Additional name(s) & address(es) attached? ☐ Yes ☒ No4. Application number(s) or patent number(s): 12

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) 5,856,722 5,862,0035,786,621 4,746,621 4,907,066 5,072,2885,198,390 5,316,979 5,393,375 5,719,0735,846,849 6,051,866Additional numbers attached? ☐ Yes ☒ No

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

Name: Russell D. Pollock, Esq.

Internal Address: _____

Street Address: Greene Radovsky et alFour Embarcadero Center, Suite 4000City: San Francisco State: CA Zip: 941116. Total number of applications and patents involved: 5/7. Total fee (37 CFR 3.41).....\$ 2040.00☒ Enclosed☐ 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

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.

Russell D. Pollock

Name of Person Signing


Signature6-14-01

Date

Total number of pages including cover sheet, attachments, and documents: 14

Mail documents to be recorded with required cover sheet information to:

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of May 16, 2001, by and between CALIENT OPTICAL COMPONENTS, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING III, INC., as Agent ("Secured Party") for certain lenders as hereinafter described ("Lenders").

RECITALS

A. Grantor is a wholly owned subsidiary of Calient Networks, Inc., a Delaware corporation ("Borrower"). Borrower has entered into a certain Loan Agreement of even date herewith (hereinafter, as it may from time to time be amended, modified or supplemented, referred to as the "Loan Agreement") with the lenders signatory thereto ("Lenders") and the Secured Party, pursuant to which the Lenders have agreed to make available to Borrower a secured, term loan facility for working capital loans and equipment finance loans (collectively, the "Loans"), subject to the condition precedent, among others, that Grantor grant to Secured Party for the benefit of Lenders, a security interest in substantially all of Grantor's now owned and after-acquired assets as additional collateral for Borrower's Obligations arising under the Loan Agreement.

B. Grantor's business is interrelated with the business of Borrower and other affiliates of Borrower and Grantor, and is part of a common enterprise. Grantor will benefit directly and indirectly from the extensions of credit to Borrower under the Loan Agreement, including through the financing of certain Equipment with proceeds of Loans thereunder and transfers of Equipment from Borrower to Grantor. Therefore, Grantor is willing to execute this Agreement and to grant to Agent the security interests created hereunder as an inducement to Lenders in extending such credit.

C. Lenders are willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party, for the ratable benefit of Lenders, a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party a Security Agreement of even date herewith (the "Security Agreement") granting a security interest in all Collateral (as defined therein), and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

D. All capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

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 of Borrower's present or future Obligations, and the payment and performance of Grantor's obligations under this Agreement, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "IP Collateral"):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, 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; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate 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 or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) 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;

(e) 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;

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

(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.

Notwithstanding the foregoing the term "IP Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Section 9-318(4) of the UCC or Sections 9-407(a) or 9-408(a) of Revised Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "IP Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Except as set forth in the Schedule of Exceptions previously delivered to Secured Party, Grantor represents, warrants, covenants and agrees as follows:

(a) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the IP Collateral, except for Non-exclusive licenses (as defined in the Loan Agreement) granted by Grantor in the ordinary course of business or as set forth in this Agreement or the Loan Agreement;

(b) To its knowledge, each of the Patents is valid and enforceable, and no part of the IP Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the IP Collateral violates the rights of any third party;

(c) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the IP Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(d) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use reasonable commercial efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party 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 Lenders, which consent shall not be unreasonably withheld, except with respect to those Trademarks, Patents and Copyrights that Grantor determines in its sole but reasonable commercial judgement need not be protected, defended or maintained;

(e) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the IP Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(f) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lenders' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might reasonably be determined to prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the IP Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) For so long as Grantor owes obligations under the Loan Agreement, Grantor will 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 requested by Secured Party, to perfect Secured Party'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 Secured Party the grant or perfection of a security interest in all IP Collateral.

(b) For so long as Grantor owes obligations under the Loan Agreement, Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party 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 Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the IP Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the IP Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

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

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within ten (10) days of the occurrence of such breach.

5. Termination of Security Interest. Upon the payment in full of Borrower's Obligations under the Loan Agreement and if the Lenders have no further obligations under their Commitment under the Loan Agreement, the security interest and the power of attorney granted hereby shall terminate and all rights to the IP Collateral shall revert to Grantor. Upon any such termination, Agent shall, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

6. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

7. 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.

8. Security Agreement. Sections 9.01 through 9.09 of the Security Agreement are incorporated herein by reference. This Agreement is one of the Loan Documents, as defined in the Loan Agreement.

[Signature Pages Follow]

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

GRANTOR:

Address of Grantor:

CALIENT OPTICAL COMPONENTS, INC.

22 Thornwood Drive
Ithaca, NY 14850

Attn: General Counsel

By: 

Its: VP FINANCE + CFO

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING III, INC., as Agent
for Lenders

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

By: _____

Its: _____

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

GRANTOR:

Address of Grantor:

CALIENT OPTICAL COMPONENTS, INC.

22 Thornwood Drive
Ithaca, NY 14850

Attn: _____

By: _____

Its: _____

SECURED PARTY

Address of Secured Party:

VENTURE LENDING & LEASING III, INC., as Agent
for Lenders

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: President

By:  _____

Its: Ron Swenson
CEO

EXHIBIT A

COPYRIGHTS

Grantor has no registered Copyrights as of the date hereof.

EXHIBIT B**PATENTS**

Title	Status	ID	Patent/App. No.	File Date	Issue Date
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Pending	D-1016B EPO	EP0907076A2	9/4/98	
Microfabricated Torsional Cantilevers for Sensitive Force Detection	Pending	D-1753	08/683,929	7/19/96	
Microfabricated Torsional Cantilevers for Sensitive Force Detection (EPO)	Pending	D-1753 EPO	96924568.7	7/19/96	
Microfabricated Torsional Cantilevers for Sensitive Force Detection	Pending	D-1753 Japan	Japan	7/19/96	
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Issued	D-1016A US	5,235,187	4/14/92	8/10/93
Submicron Tip Structure with Opposed Tips (France)	Issued	D-1016A France	EP0584233B1	5/13/92	3/17/99
Submicron Tip Structure with Opposed Tips (Germany)	Issued	D-1016A Germany	69228681.0-08	5/13/92	3/17/99
Submicron Tip Structure with Opposed Tips (UK)	Issued	D-1016A UK	EP0584233B1	5/13/92	3/17/99
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Issued	D1016B	5,449,903	6/15/93	9/12/95
Integrated Nanomechanisms for Optical Terabit Information Storage	Issued	D-1306	5,615,143	9/19/94	3/25/97
Electrically Isolated Released Microstructures	Issued	D-1307B	5,847,454	9/22/94	12/8/98
Compound Stage MEMS Actuator Suspended for Multidimensional Motion	Issued	D-1419A	5,536,988	6/1/93	7/16/96
Method of forming compound stage MEM actuator suspended for multidimensional motion	Issued	D-1419B	5,506,175	5/17/95	4/9/96
Compound Stage MEMS Actuator Suspended for Multidimensional Motion	Issued	D-1419C	5,726,073	1/19/96	3/10/98
Drive Electrodes for Microfabricated Torsional Cantilevers	Issued	D-1753B	6,000,280	3/23/98	12/14/99
Micromachined Silicon Probe for Scanning Probe Microscopy	Issued	GALVIN-1	6,066,265	6/19/96	5/23/00
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Pending	D-1016B EPO	EP0907076A2	9/4/98	
Microfabrication Process for Enclosed Microstructures	Pending	D-1728	08/867,060	6/2/97	
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Issued	D-1016A	5,235,187	4/14/92	8/10/93
Methods of Fabricating Integrated Aligned Tunneling Tip Pairs	Issued	D-1016B	5,449,903	6/15/93	9/12/95
Silicon Tip Field Emission Cathode Arrays and Fabrication Thereof	Issued	D-1153	5,199,917	12/9/91	4/9/93
Method of forming compound stage MEM actuator suspended for multidimensional motion	Issued	D-1419B	5,506,175	5/17/95	4/9/96
Compound Stage MEM Actuator Suspended for Multidimensional Motion	Issued	D-1419C	5,726,073	1/19/96	3/10/98

Microstructures and High Temperature Isolation Process for Fabrication Thereof	Issued	D-1420	5,426,070	5/26/93	6/20/95
Method of making high aspect ratio probes with self-aligned control electrodes	Issued	D-1439B	6,027,951	8/18/98	2/22/00
Masking Process for Fabricating Ultra-High Aspect Ratio, Wafer-Free Micro-Opto-Electromechanical Structures	Issued	D-1689	5,628,917	2/3/95	5/13/97
Trench-Filling Etch-Masking Microfabrication Technique	Issued	D-1787A	5,770,465	6/21/96	6/23/98
Selective Vapor Deposition of Tungsten for Microdynamic Structures	Issued	D-868A	5,149,673	9/19/91	9/22/92
Microelectromechanical Lateral Accelerometer (EPO)	Pending	D-1438 EPO	94919153.0-2213	5/23/94	
Microelectromechanical Lateral Accelerometer (Japan)	Pending	D-1438 Japan	500755/1995	5/23/94	
Microelectromechanical Accelerometer for Automotive Applications	Pending	D-1438B Canada	2,232,409	3/17/98	
Microelectromechanical Accelerometer for Automotive Applications	Pending	D-1438B EPO	97650016.5	3/17/98	
Microelectromechanical Accelerometer for Automotive Applications	Pending	D-1438B GALVIN-2	08/568,845	12/7/95	
Capacitance based tunable micromechanical resonators (Canada)	Pending	D-1500 Canada	2,224,402	6/20/96	
Capacitance based tunable micromechanical resonators (EPO)	Pending	D-1500 EPO	96923321.2	6/20/96	
Capacitance based tunable micromechanical resonators (Japan)	Pending	D-1500 Japan	Japan	6/20/96	
Microfabricated Torsional Cantilevers for Sensitive Force Detection	Pending	D-1753	08/683,929	7/19/96	
Microfabricated Torsional Cantilevers for Sensitive force detection (EPO)	Pending	D-1753 EPO	96924568.7	7/19/96	
Microfabricated torsional cantilevers for sensitive force detection	Pending	D-1753 Japan	Japan	7/19/96	
Microelectromechanical Accelerometer for Automotive Applications	Pending	GALVIN-3	09/030,641	4/3/98	
Electrically Decoupled Silicon Gyroscope	Pending	KNX-9	60/154,631	9/17/99	
Electrically Isolated Released Microstructures	Issued	D-1307B	5,847,454	9/22/94	12/8/98
Compound Stage MEMS Actuator Suspended for Multidimensional Motion	Issued	D-1419A	5,536,988	6/1/93	7/16/96
Method of forming compound stage MEM actuator suspended for multidimensional motion	Issued	D-1419B	5,506,175	5/17/95	4/9/96
Compound Stage MEM Actuator Suspended for Multidimensional Motion	Issued	D-1419C	5,726,073	1/19/96	3/10/98
Microelectromechanical lateral accelerometer	Issued	D-1438	5,563,343	5/26/93	10/8/96
Microelectromechanical lateral accelerometer	Issued	D-1438A	5,610,335	5/19/94	3/11/97
Capacitance Based Tunable Micromechanical Resonators	Issued	D-1500	5,640,133	6/23/95	6/17/97
Multistable Tunable Micromechanical Resonators	Issued	D-1500B	5,914,553	8/21/97	6/22/99
Drive Electrodes for Microfabricated Torsional Cantilevers	Issued	D-1753B	6,000,280	3/23/98	12/14/99

Integrated Monolithic Microfabricated Electrospray and Liquid Chromatography System and Method	Pending	14917.1	09/156,507	9/17/98	
Integrated Monolithic Microfabricated Electrospray and Liquid Chromatography System and Method - PCT	Pending	14917.1a	PCT/US99/20066	9/1/99	
Microfabrication Process for Enclosed Microstructures	Pending	D-1728	08/867,060	6/2/97	
Suspended Moving Channels and Channel-Actuators for Microfluidic Applications	Pending	D-2252	09/090,840		
Integrated Monolithic Microfabricated Electrospray and Liquid Chromatography System and Method	Pending	KNX-5	09/156,037	9/17/98	
Improved Methods of Fabricating Microelectromechanical and Microfluidic Devices	Pending	KNX-7	09/334,408	6/16/99	
Electrostatic Actuator for Micro Electromechanical Systems with Method of Manufacture and Product Using Same	Pending	KNX-12	60/179,912	2/3/00	
Electrically Isolated Released Microstructures	Issued	D-1307B	5,847,454	9/22/94	12/8/98
Compound Stage MEMS Actuator Suspended for Multidimensional Motion	Issued	D-1419A	5,536,988	6/1/93	7/16/96
Method of forming compound stage MEM actuator suspended for multidimensional motion	Issued	D-1419B	5,506,175	5/17/95	4/9/96
Compound Stage MEM Actuator Suspended for Multidimensional Motion	Issued	D-1419C	5,726,073	1/19/96	3/10/98
Masking Process for Fabricating Ultra-High Aspect Ratio, Wafer-Free Micro-Opto-Electromechanical Structures	Issued	D-1689	5,628,917	2/3/95	5/13/97
Silicon Tip Field Emission Cathode Arrays and Fabrication Thereof	Pending	D-1153A		1/25/93	
Capacitance based tunable micromechanical resonators (Canada)	Pending	D-1500 Canada	2,224,402	6/20/96	
Capacitance based tunable micromechanical resonators (EPO)	Pending	D-1500 EPO	96923321.2	6/20/96	
Capacitance based tunable micromechanical resonators (Japan)	Pending	D-1500 Japan	Japan	6/20/96	
Micro Sensor Using Mathieu Instabilities	Pending	D-2387		6/7/99	
Multi-Dimensional Precision Microactuator	Issued	D-1151	5,179,499	4/14/92	1/12/93
Multi-Dimensional Precision Microactuator	Issued	D-1151A	5,375,033	1/6/93	12/20/94
Submicron Isolated, Released Resistor Structure	Issued	D-1244	5,287,082	7/2/92	2/15/94
Transistor Microstructure	Issued	D-1245	5,397,904	7/2/92	3/14/95
Silicon Field Emission Cathodes	Issued	D-1308A	5,627,427	6/5/95	5/6/97
Isolated Tungsten Microelectromechanical Structures	Issued	D-1386A	5,399,415	6/4/93	3/21/95
High Aspect Ratio Probes with Self-aligned Control Electrodes	Issued	D-1439A	5,844,251	12/15/95	12/1/98
Massively Parallel Array Cathode	Issued	D-1471	5,363,021	7/21/93	11/8/94
Capacitance Based Tunable Micromechanical Resonators	Issued	D-1500	5,640,133	6/23/95	6/17/97
Multistable Tunable Micromechanical Resonators	Issued	D-1500B	5,914,553	8/21/97	6/22/99
Microelectromechanics-Based Frequency Signature Sensor	Issued	D-1729	5,856,722	12/23/96	1/5/99

Micromotion Amplifier	Issued	D-1784	5,862,003	6/20/96	1/19/99
Microelectromechanical Integrated microloading Device	Issued	D-1785	5,786,621	6/21/96	7/28/98
Planar Tungsten Interconnect	Issued	D-690	4,746,621	12/5/86	5/24/88
Planar Tungsten Interconnect with Implanted Silicon	Issued	D690A	4,907,066	2/22/88	3/6/90
Microdynamic Release Structure	Issued	D-868	5,072,288	2/21/89	12/10/91
Micromachined Silicon Probe for Scanning Probe Microscopy	Issued	GALVIN-1	6,066,265	6/19/96	5/23/00
Microstructures by Single-Mask SCREAM (Canada)	Pending	D-1307A Canada	2,154,594	12/4/93	
Microstructures by Single-Mask SCREAM (EPO)	Pending	D-1307A EPO	94903348.4-2203	12/4/93	
Microstructures by Single-Mask SCREAM (Japan)	Pending	D-1307A Japan	518011/1994	12/4/93	
Trench Isolation Process for Microelectromechanical Devices	Pending	D-2265	09/231,083	1/14/99	
Trench Isolation Process for Microelectromechanical Devices	Pending	D-2265 PCT	PCT/US99/00784	1/14/99	
Single Crystalline Silicon Multiple Depth Process	Pending	D-2317		6/4/98	
Integrated Large Area Microstructures and Micromechanical Devices	Pending	DAVIS-1	09/231,083	1/14/99	
Integrated Large Area Microstructures and Micromechanical Devices	Pending	DAVIS-1/PCT		1/14/99	
Reactive Ion Etch Process for Fabricating Submicron, Silicon Electro-Mechanical Structures	Issued	D-1152	5,198,390	1/16/92	3/30/93
Reactive Ion Etch Process for Fabricating Submicron, Silicon Electro-Mechanical Structures	Issued	D-1152A	5,316,979	3/29/93	5/31/94
Process for Fabricating Submicron Single Crystal Electromechanical Structures	Issued	D-1205A	5,393,375	12/22/93	2/28/95
Microstructures and Single-mask, Single-crystal Process for Fabrication Thereof	Issued	D-1307C	5,719,073	9/28/94	2/17/98
Microstructure and Single-mask, Single-crystal Process for Fabrication Thereof	Issued	D-1307D	5,846,849	2/24/97	12/8/98
Microstructures and Single-mask, Single-crystal Process for Fabrication Thereof	Issued	D-1307E	6,051,866	8/11/98	4/18/00

EXHIBIT C

TRADEMARKS

Grantor has no registered Trademarks as of the date hereof.