

07-31-2001



FORM PTO-1595

1-31-92

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

 101793907  
 PATENTS ONLY

SHEET

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

1. Name of conveying party(ies):

Teravicta Technologies, 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: 7/3/01

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

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

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

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

A. Patent Application No.(s)

5,544,018 09/776,166

5,187,671

09/351,750

09/724,292

09/775,867

B. Patent No.(s)

Additional numbers attached? No

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

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara

State: Ca

ZIP: 95054

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41): .....\$240.00

☒ 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

07/30/2001 TBIAZI 00000142 5544018

01 FC:581

240.00 DP

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

Shannon Hubbard

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 4

OMB No 0651 -0011 (exp 4/94)

 PATENT  
 REEL: 012002 FRAME: 0705

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 3, 2001 by and between SILICON VALLEY BANK ("Bank") and Teravicta Technologies, Inc. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated July 3, 2001 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyright Registrations, Patent Applications and Issued Patents, Trademark Applications, Registrations and Right at Common Law and Mask Work Registrations listed on Schedule A hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Teravicta Technologies, Inc.

2535 Brockton Drive, Suite 500  
Austin, TX 78758

By: Robert F. Miracky  
Robert F. Miracky, President

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

9020 Capital of Texas Hwy. North  
Austin, TX 78759

By: [Signature]  
Title: Vice President

Attn: \_\_\_\_\_



## **SCHEDULE A**

### **SCHEDULE OF INTELLECTUAL PROPERTY AND EXCEPTIONS**

1. Set forth below is a complete list of Borrower's patents, patent applications, trademarks, service marks, trademark and service mark applications, tradenames, copyright registrations, licenses and domain name registrations.

#### **A. ISSUED U.S. PATENTS**

U.S. Patent No. 5,544,018; Issued: August 6, 1996; Entitled: ELECTRICAL INTERCONNECT DEVICE WITH CUSTOMIZEABLE SURFACE LAYER and INTERWOVEN SIGNAL LINES; Inventors: Sommerfeldt, Rudwick, and Miracky

U.S. Patent No. 5,187,671; Issued: February 16, 1993; Entitled: AUTOMATED INTERCONNECT ROUTING SYSTEM; Inventor: Cobb

#### **B. PENDING U.S. PATENT APPLICATIONS**

U.S. Patent Application Ser. No. 09/351,750; Filed: July 8, 1999; Entitled: REWORKABLE ENCAPSULANT; Inventor: Lunceford

U.S. Patent Application Ser. No. 09/724,292; Filed: November 28, 2000; Entitled: ELECTRONIC DEVICE INCLUDING MULTIPLE CAPACITANCE VALUE MEMS CAPACITOR and ASSOCIATED METHODS; Inventors: Adkins, Tammen, Gribbons, Reed, Hilbert, and Nelson (co-applicant with Harris Corporation)

U.S. Patent Application Ser. No. 09/775,867; Filed: February 2, 2001; Entitled: INTEGRATED OPTICAL MICRO-ELECTROMECHANICAL SYSTEMS AND METHODS OF FABRICATING AND OPERATING THE SAME; Inventors: Miracky, Reed, Hu, Hilbert

U.S. Patent Application Ser. No. 09/776,166; Filed: February 2, 2001; Entitled: APPARATUS FOR MICRO-ELECTROMECHANICAL SYSTEMS TWO-DIMENSIONAL LARGE MOVEMENT ELECTROSTATIC COMB DRIVE; Inventors: Reed, Hu, Miracky, Hilbert

U.S. Patent Application (Ser. No. to be Assigned); Filed: June 29, 2001; Entitled: Device Adapted to Pull a Cantilever Away From a Conductive Structure; Inventor: Richard D. Nelson

U.S. Patent Application (Ser. No. to be Assigned); Filed: June 29, 2001; Entitled: Gradually-Actuating Micromechanical Device; Inventor: Ian Y. K. Yee

**C. U.S. TRADEMARKS/SERVICE MARKS**

Teravicta – Common law rights established through use in commerce at least as early as September 2000.

Teravicta Technologies – Common law rights established through use in commerce at least as early as September 2000.

**D. DOMAIN NAME REGISTRATIONS**

teravicta.com	Created: July 25, 2000 (1 year registration)
teravicta.org	Created: July 25, 2000 (1 year registration)
teravicta.net	Created: July 25, 2000 (1 year registration)
teravictatechnologies.com	Created: July 25, 2000 (1 year registration)
teravictatechnologies.org	Created: July 25, 2000 (1 year registration)
teravictatechnologies.net	Created: July 25, 2000 (1 year registration)
teravictatechnologies.tc	Created: December 21, 2000 (1 year registration)