

12-28-2001

FORM PTO-1595

REC



SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

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

101926725

EE

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

1. Name of conveying party(ies):

Phormax Corporation  
750 North Mary Avenue  
Sunnyvale, CA 94085

12-28-01

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

3. Nature of Conveyance:

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

Execution Date: September 12, 2001

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

Name : ONSET Enterprise Associates III, L.P.

Internal Address:

Street Address: 2400 Sand Hill Road, Ste 150

City: Menlo Park State: CA Zip: 94025

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)

29/093657

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Name: April Piercey, CLA  
Internal Address:  
Mailing Address: Cooley Godward LLP  
5 Palo Alto Square  
3000 El Camino Real

City: Palo Alto State: CA Zip: 94306

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$40.00

- 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.

April M. Piercey, CLA

December 26, 2001

Date

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

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

## **SECTION 2. Additional receiving Parties:**

### **VANGUARD VII, L.P.**

Attn: Anne Rockhold  
525 University Avenue, Suite 1200  
Palo Alto, CA 94301

### **VANGUARD VII-A, L.P.**

Attn: Anne Rockhold  
525 University Avenue, Suite 1200  
Palo Alto, CA 94301

### **VANGUARD VII ACCREDITED AFFILIATES FUND, L.P.**

Attn: Anne Rockhold  
525 University Avenue, Suite 1200  
Palo Alto, CA 94301

### **VANGUARD VII QUALIFIED AFFILIATES FUND, L.P.**

Attn: Anne Rockhold  
525 University Avenue, Suite 1200  
Palo Alto, CA 94301

### **THE YASUDA ENTERPRISE DEVELOPMENT I, L.P.**

Attn: Sakae Asanuma  
BYGS Shinjuku 6F  
2-19-1 Shinjuku, Shinjuku-Ku  
Tokyo 160-0022  
JAPAN

### **THE ANGELS' FORUM 33, LLC**

Attn: Larry Krummel  
P.O. Box 1605  
Los Altos, CA 94023

### **THE HALO FUND, L.P.**

Attn: Larry Krummel  
P.O.Box 1605  
Los Altos, CA 94023

(Rev. 03/01)

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

10-12-2001  
101872438

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

1. Name of conveying party(ies): **10-12-01**  
 Phormax Corporation  
 750 North Mary Avenue  
 Sunnyvale, CA 94085

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

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: Intellectual Property Security Agreement

Execution Date: September 12, 2001

2. Name and address of receiving party(ies):  
 Name : ONSET Enterprise Associates III, L.P.  
 Internal Address:  
 Street Address: 2400 Sand Hill Road Ste 150  
 City: Menlo Park State: CA Zip: 94025

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)  
 29/093657

B. Patent No.(s):

Additional numbers attached?  Yes  No

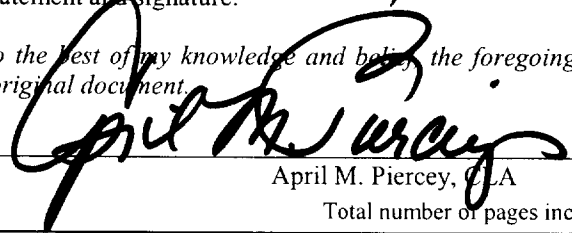
6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41): \$40.00  
 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)

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: April Piercey, CLA  
 Internal Address:  
 Mailing Address: Cooley Godward LLP  
 5 Palo Alto Square  
 3000 El Camino Real  
 City: Palo Alto State: CA Zip: 94306

10/12/2001 DBYRNE 00000174 29093657  
 01 FC:581 40.00  
**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.*  
  
 April M. Piercey, CLA  
 Total number of pages including cover sheet, attachments, and documents:

October 10, 2001  
 Date

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

**SECTION 2. Additional receiving Parties.**

**VANGUARD VII, L.P.**

**VANGUARD VII-A, L.P.**

**VANGUARD VII ACCREDITED AFFILIATES FUND, L.P.**

**VANGUARD VII QUALIFIED AFFILIATES FUND, L.P.**

**THE YASUDA ENTERPRISE DEVELOPMENT I, L.P.**

**THE ANGELS' FORUM 33, LLC**

**THE HALO FUND, L.P.**

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 25, 2001 by and between PHORMAX CORPORATION, a Delaware corporation ("GRANTOR") and the secured parties listed on the signature pages hereof (collectively, "SECURED PARTIES").

### RECITALS

A. Secured Parties have made and may in the future make certain advances of money to Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Subordinated Convertible Promissory Notes executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note and Warrant Purchase Agreement, of even date hereof, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantor has granted to Secured Parties a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

### AGREEMENT

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 Notes, Purchase Agreement and Security Agreement (collectively, the "*Loan Documents*"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and Secured Parties, Grantor grants and pledges to Secured Parties a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C 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 Secured Parties under the Security Agreement. The rights and remedies of Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement

and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Secured Parties as a matter of law or equity. Each right, power and remedy of Secured Parties provided for herein or in the Security 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 Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Signature pages follow.]*

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

GRANTOR:

PHORMAX CORPORATION

By: Mark C. Platsch

Print Name: MARK C. PLATSON

Title: CEO

SECURED PARTIES:

ONSET ENTERPRISE ASSOCIATES III, L.P.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

VANGUARD VII, L.P.

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_

Donald F. Wood, Managing Member

VANGUARD VII-A, L.P.

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_

Donald F. Wood, Managing Member

VANGUARD VII ACCREDITED AFFILIATES  
FUND, L.P.

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_

Donald F. Wood, Managing Member

VANGUARD VII QUALIFIED AFFILIATES  
FUND, L.P.

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_

Donald F. Wood, Managing Member

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

**GRANTOR:**

**PHORMAX CORPORATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

**ONSET ENTERPRISE ASSOCIATES III, L.P.**

By: \_\_\_\_\_

Print Name: Robert F. Kulling

Title: General Partner

**VANGUARD VII, L.P.**

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_  
Donald F. Wood, Managing Member

**VANGUARD VII-A, L.P.**

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_  
Donald F. Wood, Managing Member

**VANGUARD VII ACCREDITED AFFILIATES  
FUND, L.P.**

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_  
Donald F. Wood, Managing Member

**VANGUARD VII QUALIFIED AFFILIATES  
FUND, L.P.**

By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By: \_\_\_\_\_  
Donald F. Wood, Managing Member

[Intellectual Property Security Agreement]



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

**GRANTOR:**

**PHORMAX CORPORATION**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECURED PARTIES:**

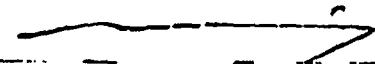
**ONSET ENTERPRISE ASSOCIATES III, L.P.**

By: \_\_\_\_\_

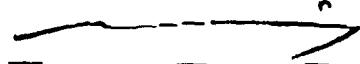
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VANGUARD VII, L.P.**  
By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By:   
Robert D. Ulrich, Managing Member

**VANGUARD VII-A, L.P.**  
By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By:   
Robert D. Ulrich, Managing Member

**VANGUARD VII ACCREDITED AFFILIATES FUND, L.P.**  
By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By:   
Robert D. Ulrich, Managing Member

**VANGUARD VII QUALIFIED AFFILIATES FUND, L.P.**  
By it General Partner,  
Vanguard VII Venture Partners, L.L.C.

By:   
Robert D. Ulrich, Managing Member

[Intellectual Property Security Agreement]



SECURED PARTIES (CONTINUED):

The Angels' Forum 33, LLC

*Print Entity Name, if applicable*

By: 

Printed Name: Carol M. Sands


Title: Managing Member

[Intellectual Property Security Agreement]

SECURED PARTIES (CONTINUED):

The Halo Fund, L.P.

*Print Entity Name, if applicable*

By: 

Printed Name: Carol M. Sands

Title: Managing Member

[Intellectual Property Security Agreement]

**EXHIBIT A**  
**COPYRIGHTS**

Description  
NONE

Registration/  
Application  
Number

Registration/  
Application  
Date

**EXHIBIT B**

**PATENTS**

<b>Title</b>	<b>Application No.</b>	<b>Filing Date</b>
Hand held phosphor screen scanner	29/093657	09/16/98

**EXHIBIT C**

**TRADEMARKS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
CrView	75/824,062	
Phormax	75/271,062	
Phormax logo	75/271,055	