

12-28-2001



101926701

2 SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

12-28-01

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

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)

09/260890

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
101872433

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 94085Additional 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

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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)

09/260890

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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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

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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)

10/12/2001 DBYRNE 00000179 09260890

DO NOT USE THIS SPACE

01 FC:581

40.00 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 of the original document.

April M. Piercey, CLA

October 10, 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.

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. Platchon
Print Name: MARK C. PLATCHON
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. Kuhlman

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 Yasuda Enterprise Development I, L.P.

Print Entity Name, if applicable

By its General Partner

Yasuda Enterprise Development Co., Ltd.

By: M. Ueda

Printed Name: Minoru Ueda

Title: President and Representative Director

SECURED PARTIES (CONTINUED):

The Angels' Forum 33, LLC

Print Entity Name, if applicable

By: Carol M. Sands

Printed Name: Carol M. Sands

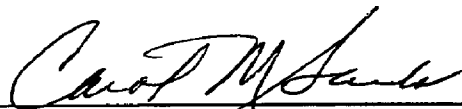
Title: Managing Member

[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**

Title	Application No.	Filing Date
Multiple-head phosphor screen scanner	09/260890	03/02/99

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	