

03-25-2002

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102028832

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

1. Name of conveying party(ies):

InViso, Inc.

3-7-02

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State California ☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☒ Other: 1 Secured Convertible Promissory Note & Recordation of Security Interest with Secretary of State

Execution Date: April 27, 2001 (Security Agreement)

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

Name: (please see attachment)

Address:

City: State:

Zip Code:

Additional name(s) & address(es) attached? ☒ Yes ☐ NoOFFICE OF PUBLIC RECORDS  
2002 MAR -7 AM 10:45  
FINANCE SECTION

4. Application number(s) or patent number(s): 15

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

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☒ Yes ☐ No

5959781

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

Karry W. Wang, Esq.  
PILLSBURY WINTHROP LLP  
50 Fremont Street, 5th Floor  
San Francisco, CA 94105

6. Total number of applications and patents involved: 15

7. Total fee (37 C.F.R. § 3.41): \$600.00

- ☒ Enclosed - Check  
☐ Authorized to be charged to deposit account, referencing Attorney Docket No. 044043-000-0001

8. Deposit account number: 03-3975

The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §1.21 that may be required by this paper, or to credit any overpayment to Deposit Account No. 03-3975; Docket No. 044043-000-0001

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.

Name: Karry W. Wang  
Registration No. 50,178

*Karry W. Wang*  
Signature

Date: 2/26/02

Total number of pages including cover sheet, attachments and document: 65

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

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PATENT  
REEL: 012691 FRAME: 0488

List of Additional Names and Addresses of Receiving Parties

**ARCH Venture Fund II, L.P.**

Attention Keith Crandell  
8725 W. Higgins Road, Suite 290  
Chicago, IL. 60631  
(773) 380-6600

**Associate Venture Investors III, L.P.**

Attention Brian Grossi  
One First Street, Suite 2  
Los Altos, CA 94022  
(650) 949-9862

**AVI Capital, L.P.**

Attention Brian Grossi  
One First Street, Suite 2  
Los Altos, CA 94022  
(650) 949-9862

**AVI Partners Growth Fund, II, L.P.**

Attention Brian Grossi  
One First Street, Suite 2  
Los Altos, CA 94022  
(650) 949-9862

**AVI Silicon Valley Partners, L.P.**

Attention Brian Grossi  
One First Street, Suite 2  
Los Altos, CA 94022  
(650) 949-9862

**Fred Bialek**

200 Winding Way  
Woodside, CA 94062  
(650) 851-7646

**Chevron Technology Ventures LLC**

Attention: Don Riley  
6001 Bollinger Canyon Road, Bldg. F.  
San Ramon, CA 94583-2324  
(925) 842-2794

**Cypress Venture Fund L.L.C.**

Attention: Norman Jaffe  
195 Champion Court  
San Jose, CA 95134  
(408) 943-2600

**MGN Opportunity Group LLC**

Attention: Greg Stevenson  
801 Second Avenue, Suite 1300  
Seattle, WA 98104-1581  
(206) 652-8737

**Ridgewood Capital Corp.**

Attention: Elton Sherwin  
540 Cowper Street, Suite 200  
Palo Alto, CA 94301  
(650) 208-4015

**Thomas A. Kelley & Associates Profit-Sharing Plan**

Attention Thomas A. Kelley  
3000 Sand Hill road  
Building 2, Suite 120  
Menlo Park, CA 94025  
(650) 854-3247

**William Russell-Shapiro and Alice Russel-Shapiro, Trustees of the Russell-Shapiro Trust u/a/d 10/10/96**

235 Montgomery Street, Suite 824  
San Francisco, CA 94104  
(415) 864-2693

**Ivan Sutherland**

125 Wadsworth Ave.  
Santa Monica, CA 94045

Patent Schedule

INVISO, INC.

Patent Nos.

1. 5,959,781
2. 5,625,372
3. 5,644,323
4. 5,684,497
5. 5,771,124
6. 5,838,498
7. 5,870,068
8. 5,892,624
9. 5,905,478
10. 5,973,845
11. 5,991,084
12. 6,055,110
13. 6,094,181
14. 6,140,983
15. 6,275,714

**INVISIO, INC.**  
**SECURED NOTE AND WARRANT PURCHASE AGREEMENT**

THIS SECURED NOTE AND WARRANT PURCHASE AGREEMENT (the "*Agreement*") is made as of April 27, 2001, by and among Inviso, Inc., a California corporation (the "*Company*"), and the persons and entities listed on the attached Schedule I who become signatories to this Agreement (collectively, the "*Investors*").

**RECITALS**

WHEREAS, the Company desires to issue Secured Convertible Notes in an aggregate principal amount and for the aggregate consideration of up to \$6,000,000, subject to the terms and conditions set forth in this Agreement.

WHEREAS, the Investors desire to purchase the Secured Convertible Notes and Warrants, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the respective undertakings, covenants and agreements of the parties set forth herein, the parties hereby agree as follows:

1. *Purchase and Sale of the Notes.*

1.1 *Issuance of the Notes.* The Company has authorized the issuance and sale to the Investors of, and, subject to and in reliance upon the representations, warranties, terms and conditions of this Agreement, each of the Investors, severally and not jointly, has agreed to purchase, the Company's Secured Convertible Notes (individually, a "*Note*" and collectively, the "*Notes*"), in the principal amount and purchase price set forth opposite each Investor's name on Schedule I (as the same may be revised from time to time to reflect any additional Investors as provided herein). Each Note shall be substantially in the form set forth in Exhibit A hereto.

1.2 *Closing.* The purchase and sale of the Notes shall take place (a) at the initial closing (the "*First Closing*") to be held at the offices of Heller Ehrman White & McCaulliffe LLP, 275 Middlefield Road, Menlo Park, California 94025 on April 27, 2001, at 10:00 A.M. (the "*First Closing Date*"), or on such other dates and at such times as may be mutually agreed upon and (b) at one or more Subsequent Closings, as defined below, on the date or dates of each Subsequent Closing. At the First Closing, the Company will issue a Note to each Investor, dated the First Closing Date, in the principal amount set forth opposite each Investor's name on Schedule I (the "*Principal Amount*"). The Company shall have received by the First Closing firm commitments for the purchase of Notes in the aggregate amount of at least \$3,160,000 and until such time an Investor shall not be required to purchase a Note hereunder and such Investor's funds shall be held in escrow until such minimum amount has been obtained. Additional issuances of Notes may be made at one or more Subsequent Closings (each a "*Subsequent Closing*"), as may be scheduled by the Company and the Investors participating in such Subsequent Closing (the First Closing and the Subsequent Closing(s) shall be referred to individually and collectively as the "*Closing*"). At each Subsequent Closing, the Company will issue a Note to each Investor dated as of the date of such Subsequent Closing, in the principal amount advanced by such Investor. In connection with each Subsequent Closing, each Investor

purchasing a Note at such Subsequent Closing shall sign a counterpart signature page to this Agreement and the name of each such Investor and the Principal Amount of its Note shall be added to Schedule I hereto.

1.3 *Conversion of Notes.* The Principal Amount of each Note shall convert (i) automatically at the initial closing of an equity financing resulting in the sale of the equity securities of the Company or securities convertible into equity securities of the Company with gross proceeds to the Company of at least \$8,000,000 (including the Principal Amount of the Notes to be converted) (a "*Qualified Financing*") or (ii) at the option of the Investors at the initial closing of an equity financing resulting in the sale of the equity securities of the Company or securities convertible into equity securities of the Company with gross proceeds to the Company of less than \$8,000,000 (including the Principal Amount of the Notes to be converted) (a "*Non-Qualified Financing*"). The securities issued to the Investors on conversion shall be of the same class and type, at the same price and on the same terms and provisions as the securities issued to the other participants in the Qualified Financing or Non-Qualified Financing, respectively (each, "*Financing Securities*").

1.4 *Issuance of Warrants.* Upon a Closing under this Agreement (except that the Investors participating in the First Closing shall receive Warrants within 10 days following the First Closing), each Investor under this Agreement shall receive a Warrant for the purchase of Financing Securities, which Warrant shall provide that (i) if the Investor's Note is converted in a Qualified Financing, the Warrant shall be exercisable for two times the number of securities issuable upon conversion of such Investor's Note in the Qualified Financing at an exercise price equal to the lowest price paid in such Qualified Financing; and (ii) if the Investor's Note is converted in a Non-Qualified Financing, the Warrant shall be exercisable for two times the number of securities issuable upon conversion of such Investor's Note in the Non-Qualified Financing at an exercise price equal to the lowest price paid in such Qualified Financing.

1.5 *Loan and Grant of Security Interest.* In consideration of the Investors' advances to the Company and purchase of the Notes, the Company hereby grants to the Investors a security interest in all of the Company's right, title, and interest, with exception of any leasehold interest, including such interest listed on Schedule 2, in and to (a) all accounts receivable, choses in action, chattel paper, instruments, general intangibles, licenses, copyrights, trademark rights, trade names, trade name rights, trade secrets, patents, patent rights and rights to payment of any kind and all contracts of the Company, now existing or at any time hereafter owned or acquired by the Company; (b) all equipment, inventory, raw materials, work in process, materials used or consumed by the Company, goods held for sale or to be furnished under contract by the Company, now or at any time hereafter owned or acquired by the Company, wherever located, and all accessions, additions, improvements and products thereof held for sale to customers of the Company, whether in the possession of the Company, or any other person and whether located at the places of business of the Company or elsewhere, now or at any time hereafter owned or acquired by the Company, and (c) all proceeds arising at any time related in any way to the foregoing, whether such proceeds arise voluntarily or involuntarily, including, but not limited to, any insurance proceeds and any licensing, intellectual property or other residual rights arising from the sale of the Company's products (all of the foregoing shall hereinafter be referred to collectively as the "*Collateral*").

(i) **Obligations Secured.** The obligations secured by this Agreement are the payment and performance of all obligations of Company to the Investors arising under this Agreement and pursuant to the Notes (collectively, the "**Obligations**").

(ii) **Further Assurances.** The Company will promptly execute and deliver all further instruments and documents (including financing or continuation statements, or amendments thereto), and take all further actions that may be necessary or desirable, or that the Investors may request, to perfect and protect any security interest granted hereby or to enable the Investors to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

(iii) **Failure of Payment.** If the Company fails to make any payments due under the Notes, or otherwise breaches any of its Obligations and does not cure such breach within 30 days after notice thereof to the Company, or an Event of Default occurs as specified in Section 2 of the Note, the Investors holding at least 50% in the aggregate principal amount of the Notes may exercise in respect of the Collateral, in addition to other rights and remedies provided for in this Agreement or otherwise available to it, all the rights and remedies of a secured party on default under the California Uniform Commercial Code. Any proceeds of any disposition of the Collateral, as a result of the Company's failure to pay, breach of the Obligations, or an Event of Default, and Investors election to exercise its rights in respect of the Collateral, shall be distributed among the Investors ratably, according to the respective unpaid principal and interest balances owing under their respective Notes.

(iv) **Disposition of Proceeds.** Except as otherwise provided herein, any proceeds of any disposition of the Collateral, or any part thereof, may be applied by the Investors to the payment of expenses in connection with the Collateral, including, but not limited to, reasonable fees of attorneys, and the balance of such proceeds may be applied by the Investors toward the payment of the Obligations, with any excess proceeds payable to the Company.

2. **Representations and Warranties of the Company to the Investors.** Except as disclosed on Schedule 2 hereto, the Company hereby represents and warrants to each Investor that:

2.1 **Corporate Organization and Authority.** The Company:

(a) is a corporation duly organized, validly existing, authorized to exercise all its corporate powers, rights and privileges, and in good standing in the State of California;

(b) has the corporate power and corporate authority to own and operate its properties and to carry on its business as now conducted and as proposed to be conducted.

2.2 **Corporate Power.** The Company will have at the First Closing and at the date of any Subsequent Closing all requisite legal and corporate power and authority to execute and deliver the Agreement, to sell and issue the Notes hereunder, and to carry out and perform its obligations under the terms of the Agreement.

2.3 *Authorization.* All corporate action on the part of the Company, its officers, directors, and shareholders necessary for the authorization, execution, delivery, and performance of all obligations under the Agreement, and for the authorization, issuance, and delivery of the Notes has been taken. The Agreement constitutes legally binding and valid obligations of the Company enforceable in accordance with their respective terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies.

2.4 *Litigation.* There is no action, proceeding, or investigation pending or, to the Company's knowledge, threatened by or against the Company, or any of its employees, officers, directors and/or stockholders, or affecting any of its properties or assets, and there is no basis therefor known to the Company. There is no judgment, decree, or order of any court in effect against the Company and the Company is not in default with respect to any order of any governmental authority to which the Company is a party or by which it is bound. There is no action, suit, proceeding, or investigation by the Company currently pending or which the Company presently intends to initiate.

2.5 *Title to Properties; Liens and Encumbrances.* The Company has good and marketable title to all of its properties and assets, both real and personal, including the Collateral, and has good title to all its leasehold interests, in each case subject to no mortgage, pledge, lien, security interest, conditional sale agreement, encumbrance, or charge, other than (a) the lien of current taxes not yet due and payable, and (b) liens and encumbrances which do not materially detract from the value of the property subject thereto or materially impair the operations of the Company.

2.6 *Disclosure.* The Company has fully provided the Investors with all the information that the Investors have requested for deciding whether to purchase the Notes and all information that the Company believes is reasonably necessary, including all relevant financial information as of March 30, 2001, to enable such Investor to make such decision. Neither this Agreement nor any other statements or certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading in light of the circumstances under which they were made.

2.7 *Financial Statements.* The Company has delivered to each Investor its unaudited balance sheet as at March 30, 2001 and unaudited statement of income for the three months ending March 30, 2001 (collectively, the "*Financial Statements*"). The Financial Statements, together with the notes thereto, are complete and correct in all material respects, have been prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods indicated, except as disclosed therein, and present fairly the financial condition and position of the Company as of March 30, 2001; provided, however, that the unaudited financial statements are subject to normal recurring year-end audit adjustments (which will not be material), and do not contain all footnotes required under generally accepted accounting principles. The Company is not a guarantor or indemnitor of any indebtedness of any other person, firm, corporation or limited liability company. The Company maintains and will

continue to maintain a standard system of accounting established and administered in accordance with generally accepted accounting principles.

3. *Representations and Warranties of the Investors.* Each Investor, severally and not jointly, represents and warrants to the Company as follows:

3.1 *Authorization.* When executed and delivered by the Investor, and assuming execution and delivery by the Company, the Agreement will constitute a valid obligation of the Investor, enforceable in accordance with its terms, except to the extent that such enforcement may be subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws of general application relating to or affecting enforcement of creditors' rights and laws concerning equitable remedies.

3.2 *Brokers and Finders.* The Investor has not retained any investment banker, broker, or finder in connection with the transactions contemplated by this Agreement.

3.3 *Investment.* This Agreement is made with the Investor in reliance upon the Investor's representation to the Company, which by the Investor's execution of this Agreement the Investor hereby confirms, that the Notes to be received by the Investor will be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof, and that the Investor has no present intention of selling, granting any participation in, or otherwise distributing any of the Notes. By executing this Agreement, the Investor further represents that it has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or grant participation to such person or to any third person, with respect to any of the Notes.

3.4 *No Public Market.* The Investor understands and acknowledges that the offering of the Notes pursuant to this Agreement will not be registered under the Securities Act on the grounds that the offering and sale of securities contemplated by this Agreement are exempt from registration pursuant to Section 4(2) and or Section 3(b) of the Securities Act of 1933, as amended (the "*Securities Act*"), and that the Company's reliance upon such exemption is predicated upon the Investor's representations as set forth in this Agreement. The Investor further understands that no public market now exists for any of the securities issued by the Company and that the Company has given no assurances that a public market will ever exist for the Company's securities.

3.5 *Limitations on Transferability.* The Investor covenants that in no event will it dispose of any of the Notes (other than pursuant to Rule 144 promulgated by Commission under the Securities Act ("*Rule 144*") or any similar or analogous rule, or, in the case of Chevron Technology Ventures LLC, other than to a 50% or more owned affiliate of Chevron Corporation, provided that such transfer is in compliance with applicable state and federal laws) unless and until (a) the Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition, and (b) if requested by the Company, the Investor shall have furnished the Company with an opinion of counsel satisfactory in form and substance to the Company and the Company's counsel to the effect that (x) such disposition will not require registration under the Securities Act and (y) appropriate action necessary for compliance with the Securities Act and



any applicable state, local, or foreign law has been taken. Notwithstanding the limitations set forth in the foregoing sentence, if the Investor is a partnership or limited liability company it may transfer Notes (or portions thereof) to its constituent partners or a retired partner of such partnership who retires after the date hereof, or its constituent members or retired members of such limited liability company who retires after the date hereof, as the case may be, or to the estate of any such partner, member or retired partner or member or transfer by gift, will, or intestate succession to any such partner's or member's spouse or lineal descendants or ancestors without the necessity of registration or opinion of counsel if the transferee agrees in writing to be subject to the terms of this Agreement to the same extent if such transferee were an Investor, or, in the case of Chevron Technology Ventures LLC, other than to a 50% or more owned affiliate of Chevron Corporation; provided, however, that Investor hereby covenants not to effect such transfer if such transfer either would invalidate the securities laws exemptions pursuant to which the Notes were originally offered and sold or would itself require registration and/or qualification under the Securities Act or applicable state securities laws. Each Note transferred as above provided shall bear the appropriate restrictive legend set forth in Section 5 below, except that such Note shall not bear such legend if the transfer was made in compliance with subsection (k) of Rule 144 or if the opinion of counsel referred to above is to the further effect that such legend is not required in order to establish compliance with any provisions of the Securities Act.

3.6 *Experience.* The Investor represents that: (a) it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the Notes; (b) it believes it has received all the information it has requested from the Company and considers necessary or appropriate for deciding whether to obtain the Notes; (c) it has had the opportunity to discuss the Company's business, management, and financial affairs with the Company's management; (d) it has the ability to bear the economic risks of its prospective investment; and (e) it is able, without materially impairing its financial condition, to hold the Notes for an indefinite period of time and to suffer a complete loss on its investment.

3.7 *Accredited Investor.* The Investor presently qualifies and will as of the Closing qualify as an "accredited investor" within the meaning of Regulation D of the rules and regulation's promulgated under the Securities Act.

#### 4. *Legends.*

4.1 *Federal Legend.* All Notes shall bear such restrictive legends as the Company and the Company's counsel deem necessary or advisable under applicable law or pursuant to this Agreement, including, without limitation, the following:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR, IN THE OPINION OF COUNSEL FOR THE COMPANY, REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT."

4.2 *Other Legends.* The Notes shall also bear any legend required by the Commissioner of Corporations of the State of California or required pursuant to any state, local, or foreign law governing such securities.

5. *Conditions of Investors' Obligations at Closing.* The obligations of each Investor under Section 1 of this Agreement are subject to the fulfillment at or before each of the Closings of each of the following conditions, any of which may be waived in writing by such Investor:

5.1 *Representations and Warranties.* The representations and warranties of the Company contained in Section 3 shall be true in all respects on and as of the Closing with the same effect as if made on and as of the Closing.

5.2 *Performance.* The Company shall have performed or fulfilled in all material respects all agreements, obligations, and conditions contained herein required to be performed or fulfilled by the Company before the Closing.

5.3 *Qualifications.* All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or any state that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be duly obtained effective as of the Closing.

5.4 *Legal Matters.* All material matters of a legal nature which pertain to the Agreement and the transactions contemplated hereby and thereby shall have been reasonably approved by the Investors.

5.5 *Waiver of Antidilution.* Shareholders holding more than 50% of the outstanding Series DD Preferred Stock and Series EE Preferred Stock of the Company shall execute a waiver, in the form attached hereto as Exhibit 5.5, of the antidilution provisions set forth in Article IV, Section 4(D) of the Amended and Restated Articles of Incorporation of the Company as filed with the Secretary of the State of the State of California on March 2, 2000:

6. *Conditions of the Company's Obligations at Closing.* The obligations of the Company under Section 1 of this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, any of which may be waived in writing by the Company:

6.1 *Representations and Warranties.* The representations and warranties of the Investors contained in Section 4 shall be true in all respects on and as of the Closing with the same effect as though said representations and warranties had been made on and as of the Closing.

6.2 *Blue Sky Compliance.* The Company shall have complied with and be effective under the securities laws of the State of California and any other applicable states as necessary to offer and sell the Notes to the Investors.

6.3 *Legal Matters.* All material matters of a legal nature which pertain to the Agreement and the transactions contemplated hereby and thereby shall have been reasonably approved by the Company.

7. *Post-Closing Covenants of the Company.*

7.1 *Securities Laws Compliance.* Within 15 days after the First Closing and within 15 days after the date of any Subsequent Closing, the Company shall file a notice of the sale of the Notes to the Investors pursuant to Section 25102(f) of the California Corporations Code, and shall make any filings necessary under the securities or Blue Sky laws of any other applicable jurisdiction.

7.2 *Use of Proceeds.* The Company shall use the proceeds from the sale of the Notes for general corporate purposes as determined by the management, subject to the direction of the board. The Management of the Company shall provide to each Investor holding a Note in a principal amount of at least \$1,000,000, as promptly as possible, but in no event later than 5 days after the end of each month, a certificate of the Chief Financial Officer of the Company that sets forth the Company's cash balance. As used herein, the Company's "cash balance" shall mean the balance in the Company's bank accounts less the amount of all invoiced and outstanding accounts payable.

7.3 *Notice of Event of Default.* The Company will furnish to each registered holder of any Note, as soon as possible and in any event within ten (10) days after the occurrence of each event of default, as described in Section 2 of the Note, or each event which, with the giving of notice or lapse of time or both, would constitute an event of default, the statement of the President and Chief Executive Officer of the Company (or such other officer of the Company as is reasonably acceptable to the Purchasers) setting forth details of such event of default or event and the action which the Company proposes to take with respect thereto.

7.4 *Negative Covenants.* Without limiting any other covenants and provisions hereof, the Company covenants and agrees that, as long as any of the Notes are outstanding, it will comply with and observe the following covenants and provisions, and will not, without the prior written consent of the holder or holders of at least one-half in principal amount of all Notes then outstanding:

(a) *Distributions.* Declare or pay any dividends, purchase, redeem, retire, or otherwise acquire for value any of its capital stock (or rights, options or warrants to purchase such shares) now or hereafter outstanding, return any capital to its stockholders or make any distribution of assets to its stockholders or creditors (such transactions being hereinafter referred to as "*Distributions*"), except that nothing herein contained shall prevent the Company from effecting a stock split or declaring or paying any dividend consisting of shares of any class of capital stock pro rata to the holders of shares of such class of capital stock.

(b) *Financing.* Create, incur, assume or suffer to exist, any liability with respect to indebtedness, other than: (i) the Notes, including any additional Notes which may be issued at any Subsequent Closings; (ii) each trade payable or current liability, which are incurred in the ordinary course of business, in an amount not to exceed \$200,000; (iii)

indebtedness, junior to the Notes, from banks or other institutional lenders; and (iv) existing indebtedness, as set forth in Schedule 2 and the Financial Statements described in Section 2.7 hereof.

(c) *Extraordinary Corporate Transactions.* Take any corporate action, enter into any agreement to take such action, or obligate itself to take any such action, if such action would: (i) provide for the voluntary liquidation, dissolution or winding up or change in control of the Company; (ii) enter into any transaction that prohibits or limits the Company's right to perform its obligations under this Agreement or the Notes; or (iii) transfer, sell or license any amount of its assets other than in the ordinary course of business or other than obsolete equipment or unsaleable inventory.

(d) *Change in Nature of Business.* Make any change in the nature of its business as carried on at the date hereof, without the prior approval of its Board of Directors.

(e) *Payment on Indebtedness.* The Company shall not make any voluntary prepayment of principal or interest on any indebtedness for borrowed money (other than in the ordinary course of business or pursuant to any secured obligations of the Company) without sixty (60) days prior written notice of the same to the Investors.

## 8. *Miscellaneous.*

8.1 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

8.2 *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 one and the same instrument.

8.3 *Headings.* The headings of the sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

8.4 *Notices.* Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or five days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed (i) if to the Company, as set forth below the Company's name on the signature page of this Agreement, and (ii) if to an Investor, at such Investor's address as set forth on Schedule I, or at such other address as the Company or such Investor may designate by 10 days' advance written notice to the other parties hereto.

8.5 *Survival of Warranties.* The warranties and representations of the parties contained in or made pursuant to this Agreement shall survive for two years after the execution and delivery of this Agreement and the Closing; provided, however, that such representations and warranties need only be accurate as of the date of such execution and delivery and as of the Closing.

8.6 *Amendments, Waivers and Consent.* Any provision in this Agreement or the Notes to the contrary notwithstanding, changes in or additions to this Agreement may be made, and compliance with any covenant or provision herein or therein set forth may be omitted or waived, if the Company shall obtain consent thereto in writing from the holder or holders of at least two-thirds (2/3) in principal amount of all Notes then outstanding; provided that no such consent shall be effective (a) to reduce or to postpone the date fixed for the payment of the principal (including any required redemption) or interest payable on any Note, without the consent of the holder thereof; or (b) to reduce the percentage of the Notes the consent of the holders of which is required under this section. Any waiver or consent may be given subject to satisfaction of conditions stated therein and any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Written notice of any waiver or consent effected under this subsection shall promptly be delivered by the Company to any holders who did not execute the same. No failure or delay on the part of the Investors, or any other holder of the Notes in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8.7 *California Securities Laws.* THE SALE OF THE SECURITIES WHICH ARE THE SUBJECT OF THIS AGREEMENT HAS NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA AND THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFOR PRIOR TO SUCH QUALIFICATION IS UNLAWFUL UNLESS THE SALE OF SECURITIES IS EXEMPT FROM THE QUALIFICATION BY SECTION 25100, 25102 OR 25105 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES TO THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT.

8.8 *Finders' Fees.* Each of the Company and the Investors will indemnify the other against all liabilities incurred by the indemnifying party with respect to claims related to investment banking or finders' fees in connection with the transactions contemplated by this Agreement, arising out of arrangements between the party asserting such claims and the indemnifying party, and all costs and expenses (including reasonable fees of counsel) of investigating and defending such claims.

8.9 *Expenses.* The Company and the Investors will bear their respective legal and other fees and expenses with respect to this Agreement and the transactions contemplated hereby.

8.10 *Further Assurances.* From and after the date of this Agreement, upon the request of the Investors, the Company and each Subsidiary shall execute and deliver such instruments, documents and other writings as may be necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Agreement and the Notes.

8.11 *Entire Agreement; Successors and Assigns.* This Agreement (and the exhibits hereto) constitutes the entire contract between the Company and the Investors relative to

the subject matter hereof. Any prior and contemporaneous agreement, discussion, understanding or correspondence between the Company and the Investors regarding the purchase of capital stock of the Company is superseded by this Agreement. Subject to the exceptions specifically set forth in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors, and assigns of the parties.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

  
Joy Weiss, President and CEO

Address:

Investors:

William Russell-Shapiro  
[Print Full Name of Entity or Individual]

By:

W. Russell-Shapiro  
[Signature]

Name:

[If signing on behalf of entity]

Title:

[If signing on behalf of entity]

Address:

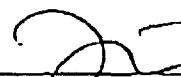
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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

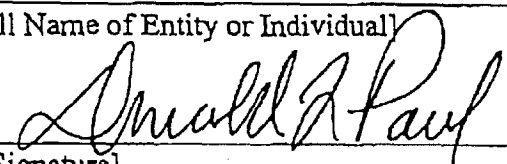
  
Joy Weiss, President and CEO

Address:

Investors:

[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name: Donald L. Paul

[If signing on behalf of entity]

Title: President

[If signing on behalf of entity]

Address: Chevron Technology Ventures LLC

575 Market Street

San Francisco, CA

294761 v01.SV (5BFT011.DOC) (22438.0001)

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

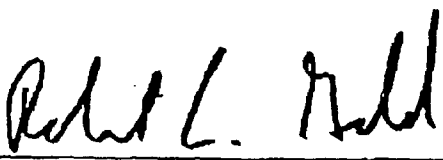
  
Joy Weiss, President and CEO

Investors:

RIDGEWOOD INVISO, LLC

By: Ridgewood Venture Management Corporation,  
its Manager

By:



Name: Robert L. Gold  
Title: President

Address: 947 Linwood Avenue  
Ridgewood, N.J. 07450

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

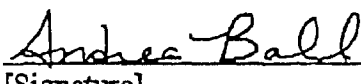
INVISIO, INC.  
a California corporation

By:   
Joy Weiss, President and CEO

Address:

Investors:

MGN Opportunity Group LLC  
[Print Full Name of Entity or Individual]

By:   
[Signature]

Name: Andrea Bell  
[If signing on behalf of entity]

Title: VP Finance  
[If signing on behalf of entity]

Address: 639 1st St N, Suite 390  
Reno, NV 89509

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CHEVRON CORP LAW  
MARKETING 650 786 4102

NO. 273 0033  
P. 3/419

IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

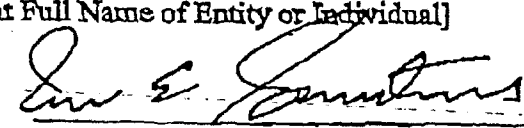
  
Joy Weiss, President and CEO

Address:

Investors:

[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name:

L. M. SUTHERLAND  
[If signing on behalf of entity]

Title:

[If signing on behalf of entity]

Address:

125 WOODWORTH AVE  
SANTA MONICA  
CA 90405

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISO, INC.  
a California corporation

By:

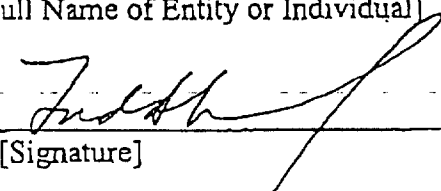
  
Joy Weiss, President and CEO

Address:

Investors:

\_\_\_\_\_  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name:

\_\_\_\_\_  
[If signing on behalf of entity]

Title:

\_\_\_\_\_  
[If signing on behalf of entity]

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

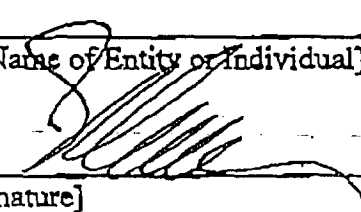
  
Joy Weiss, President and CEO

Address:

Investors:

\_\_\_\_\_  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name:

\_\_\_\_\_  
[If signing on behalf of entity]

Title:

\_\_\_\_\_  
[If signing on behalf of entity]

Address:

\_\_\_\_\_  
\_\_\_\_\_  
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CHEVRON CORP LAW  
AVI Capital MTV VEN

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

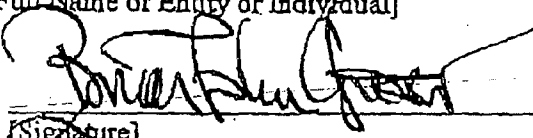
  
Joy Weiss, President and CEO

Address:

Investors:

Associated Venture Investors III, L.P.  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name: Brian J. Grossi  
[If signing on behalf of entity]

Title: General Partner

Address: One First Street, Suite 2  
Los Altos, CA 94022

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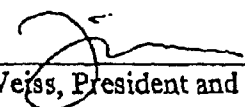
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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

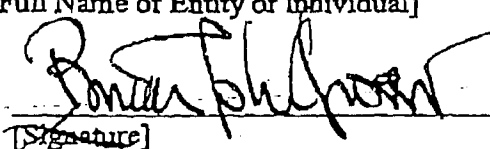
  
Joy Weiss, President and CEO

Address:

Investors:

AVI Silicon Valley Partners, L.P.  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name: Brian J. Grossi  
[If signing on behalf of entity]

Title: General Partner

Address: One First Street, Suite 2  
Los Altos, CA 94022

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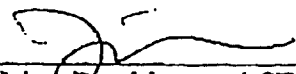
PAGE. 37

IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

  
Joy Weiss, President and CEO

Address:

Investors:

AVI Capital, L.P.  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name: Brian J. Grossi  
[If signing on behalf of entity]

Title: General Partner

Address: One First Street, Suite 2  
Los Altos, CA 94022

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AVI Capital MTV VENT

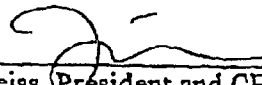
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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISIO, INC.  
a California corporation

By:

  
Joy Weiss, President and CEO

Address:

Investors:

AVI Partners Growth Fund II, L.P.  
[Print Full Name of Entity or Individual]

By:

  
[Signature]

Name: Brian J. Grossi

[If signing on behalf of entity]

Title:

General Partner

Address:

One First Street, Suite 2  
Los Altos, CA 94022

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IN WITNESS WHEREOF, the parties hereto have executed this Secured Note Purchase Agreement as of the date first above written.

Company:

INVISO, INC.  
a California corporation

By:

Joy Weiss President and CEO

Address:

Investors:

ARCH VENTURE FUND II, L.P.  
[Print Full Name of Entity or Individual]

By:

[Signature]

ROBERT NELSEN

Name:

ARCH VENTURE FUND II, L.P.  
[If signing on behalf of entity]

Title:

MANAGING DIRECTOR  
[If signing on behalf of entity]

Address:

8725 W. HILGINS ROADSUITE 280CHICAGO IL 60631

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**SCHEDULE I**  
**SCHEDULE OF INVESTORS**

<u>Name/Address</u>	<u>Aggregate Purchase Price</u>	<u>Closing Date</u>
Fred Bialek	\$50,000.00	4/27/01
Associate Venture Investors III, L.P.	\$22,500.00	4/27/01
AVI Silicon Valley Partners, L.P.	\$1,250.00	4/27/01
AVI Partners Growth Fund, II., L.P.	\$6,250.00	4/27/01
Arch Venture Fund II, L.P.	\$200,000.00	4/27/01
William Russell-Shapiro and Alice Russell-Shapiro, Trustees of the Russell-Shapiro Trust u/a/d 10/10/96	\$77,338.70	4/27/01
AVI Capital, L.P.	\$220,000.00	4/27/01
Ridgewood Capital Corp.	\$1,000,000.00	4/27/01
Ivan Sutherland	\$40,289.58	4/27/01
Chevron Technology Ventures LLC	\$1,000,000.00	4/27/01
MGN Opportunity Group LLC	\$127,278.79	4/27/01
Cypress Semiconductor	\$1,000,000.00	4/27/01

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EXHIBIT A  
CONVERTIBLE NOTE

**SCHEDULE 2  
SCHEDULE OF EXCEPTIONS**

**Schedule 2.5.**

The Company has the following outstanding liens:

Silicon Valley Bank

Phoenix Leasing Incorporated

Advanta Business Services Corp.

Wells Fargo Financial Leasing

Octel Capital

DFS Acceptance

*(details are given in the attached Excel files)*

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**PATENT**  
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Schedule 2  
Schedule of Exceptions  
Appendix

inViso, Inc.  
Silicon Valley Bank  
Assets Held Under Lease  
Credit Line Drawdown April 2000

Vendor Name	Brief Description Of Item	\$ Amount
Agilent Technologies	Test Fixture	\$ 433.00
Agilent Technologies	Precision LCR Meter	\$ 15,517.64
Applied Optics	Double Pass Null System	\$ 12,238.25
APS Tech	18GB 7200 RPM HD SCSI U2W Ext Pro (18ES)	\$ 584.45
Bridge Networks	Cisco VPN Client up to 100 user DES license	\$ 313.93
Bridge Networks	Cisco Pix-515-R	\$ 4,887.49
Commercial Systems South	Conference table, White Boards, Chairs	\$ 1,721.18
Commercial Systems South	Conference tables, Chairs & other Misc furniture	\$ 2,165.00
Dell Computers	1 x Dell Dimension XPS T450Mhz Pentium II MiniTower Base with 512k Cache	\$ 2,226.70
Dell Computers	2 x Dell Dimension XPS T450Mhz Pentium II MiniTower Base with 512k Cache	\$ 4,667.79
Dell Computers	1 x Dell Dimension XPS T450Mhz Pentium II MiniTower Base with 512k Cache	\$ 1,427.82
Dell Computers	1 x Dell PowerEdge 2300 Base PIII, 450 Mhz Processor with 512k Cache	\$ 5,808.63
Dell Computers	G790 19" Monitor	\$ 560.57
Dell Computers	Latitude CPtC400GT, 14.1" US/WW Celeron	\$ 3,205.30
Dell Computers	1x Dell Dimension XPS T600 Mhz Pentium III MiniTower Base with MMX and 512k Cache	\$ 3,464.05
Dell Computers	1x Dell Dimension XPS T600 Mhz Pentium III MiniTower Base with MMX and 512k Cache	\$ 3,897.00
Dell Computers	1x Dell Dimension XPS T600 Mhz Pentium III MiniTower Base with MMX and 512k Cache	\$ 3,419.65
Dell Computers	1x Dell Dimension XPS T500Mhz Pentium III MiniTower Base with 512k Cache	\$ 2,844.81
Dell Computers	Inspiron 7500 R450 LT Pentium III Integrated Cache 15" XGA	\$ 3,308.13
Dell Computers	ATA-2930U2 Kit PCI-TO-ULT2 SCSI Adptr	\$ 507.58
Dell Computers	1x Dell Dimension XPS T600 Mhz Pentium III MiniTower Base with 512k Cache	\$ 2,381.50
Dell Computers	2x Dell Dimension XPS T500Mhz Pentium III MiniTower Base with 512k Cache	\$ 5,038.02
Dell Computers	Diamond Fire GL1 Video Card	\$ 657.08
Dell Computers	1x Dell Dimension XPS T600Mhz Pentium III MiniTower Base with 512k Cache	\$ 2,635.94
Dell Computers	1x Dell Dimension XPS T500Mhz Pentium III MiniTower Base with 512k Cache	\$ 2,413.98
Dell Computers	Inspiron 3700 R450 GT XGA Active Matrix Display	\$ 3,966.45
Dell Computers	1x Dell Dimension XPS T550 Mhz Pentium III MiniTower Base with MMX and 512k Cache	\$ 2,117.39
Model Technology	Modelsim VLOG NL Simulation - initial maintenance + annual maintenance software licens	\$ 4,345.34
National Instrument, Inc.	PCI-6111E and NI-DAQ For Windows NT/98/95	\$ 2,398.70
National Instrument, Inc.	BNC-2110	\$ 319.34
National Instrument, Inc.	Cable, Type SH68-68	\$ 118.08
National Instrument, Inc.	IMAQ PCI 1424 and NI-IMAQ for Windows software	\$ 2,722.64
National Instrument, Inc.	Cable-Assy, IMAQ, Kodak I and ES Series Cameras	\$ 102.84
National Instrument, Inc.		\$ 550.13
Office Depot	Sorter, One Tier	\$ 1,648.34
Orcad, Inc.	OrCad Capture - Installation	\$ 4,324.59
Orcad, Inc.	OrCad Capture - CIS	\$ 4,000.35
PC Connection	Vaio, PCG F390, Fast Etherlink, 100 USB Zip Drive	\$ 1,437.95
PC Connection	2 x Oxygen GVX1 AGP 32mb	\$ (715.00)
PC Connection	1 x Oxygen GVX1 AGP 32mb	\$ 961.00
PC Connection	1x Oxygen GVX1 PCT	\$ 799.00
PC Connection	T1	\$ 920.95
PC Connection	Cisco 1720 VPN Access Route	\$ 7,200.00
Phoenix Mold & Die	2 cavity mold to produce 1 part of each in a base large enough for a 4 cavity	\$ 2,100.00
Phoenix Mold & Die	Single Cavity P20 Mold chrome plate and color buff	\$ 4,200.00
Phoenix Mold & Die	Mold - Box Bevelled light Rev.02	\$ 14,400.00
Phoenix Mold & Die	Mold - cradle display module	\$ 6,400.00
Shin-Etsu Polymer	12-100253 Rev .06 Proto Tool	\$ 17,400.00
U.S. Precision Lens	Tooling	\$ 15,400.00
U.S. Precision Lens	Tooling	\$ 5,412.50
Volterra, Inc.	Silicon Thermal Temperature Controller	\$ 5,820.00
Zygo, Inc.	Transmission Sphere	\$ 194,697.05
	Total \$ Amount	

Confidential

Silicon Valley Bank.xls

Schedule 2  
Schedule of Exceptions  
Appendix

inViso, Inc.  
Silicon Valley Bank  
Assets Held Under Lease  
Credit Line Drawdown July 2000

Vendor Name	Brief Description Of Item	\$ Amount
Agilent	Logic analyzer	\$ 24,997.00
G-S Plastics	Rear element tools	\$ 15,320.00
G-S Plastics	Mirror lens tool	\$ 20,395.00
Lucent	Phone system	\$ 64,165.03
Dell	Dell computers	\$ 4,148.17
Dell	Dell computers	\$ 3,438.04
Dell	Dell computers	\$ 5,186.26
Dell	Dell computers	\$ 1,944.21
PC Connection	IBM Thinkpad & accessories	\$ 3,899.45
PC Connection	Projector	\$ 5,196.45
PC Connection	Monitor	\$ 1,096.45
PC Connection	IBM Thinkpad & accessories	\$ 3,148.39
PC Connection	IBM Thinkpad & accessories	\$ 3,253.15
PC Connection	IBM Thinkpad & accessories	\$ 3,166.15
Model Technology	Vlog float simulation software	\$ 17,240.00
Cincinnati Sub-Zero	Test chamber	\$ 16,599.00
Asia Optical	Optical lens tooling	\$ 25,180.00
U.S. Precision Lens	Prism lens tooling	\$ 76,500.00
U.S. Precision Lens	Front prism tooling	\$ 35,500.00
U.S. Precision Lens	Front prism tooling	\$ 23,730.00
	Total \$ Amount	\$ 354,102.75

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Schedule 2  
Schedule of Exceptions  
Appendix

inViso, Inc.  
Silicon Valley Bank  
Assets Held Under Lease  
Credit Line Drawdown July 2000

Vendor Name	Brief Description Of Item	\$ Amount
Agilent	Logic analyzer	\$ 24,997.00
G-S Plastics	Rear element tools	\$ 15,320.00
G-S Plastics	Mirror lens tool	\$ 20,395.00
Lucent	Phone system	\$ 64,165.03
Dell	Dell computers	\$ 4,148.17
Dell	Dell computers	\$ 3,438.04
Dell	Dell computers	\$ 5,186.26
Dell	Dell computers	\$ 1,944.21
PC Connection	IBM Thinkpad & accessories	\$ 3,899.45
PC Connection	Projector	\$ 5,196.45
PC Connection	Monitor	\$ 1,096.45
PC Connection	IBM Thinkpad & accessories	\$ 3,148.39
PC Connection	IBM Thinkpad & accessories	\$ 3,253.15
PC Connection	IBM Thinkpad & accessories	\$ 3,166.15
Model Technology	Vlog float simulation software	\$ 17,240.00
Cincinnati Sub-Zero	Test chamber	\$ 16,599.00
Asia Optical	Optical lens tooling	\$ 25,180.00
U.S. Precision Lens	Prism lens tooling	\$ 76,500.00
U.S. Precision Lens	Front prism tooling	\$ 35,500.00
U.S. Precision Lens	Front prism tooling	\$ 23,730.00
	Total \$ Amount	\$ 354,102.75

Confidential

Silicon Valley Bank.xls



Schedule 2  
Schedule of Exceptions  
Appendix

inViso, Inc.  
Silicon Valley Bank  
Assets Held Under Lease  
Credit Line Drawdown October 2000

Vendor Name	Brief Description Of Item	\$ Amount
PC Connection	HP LaserJet 8100DN	\$ 3,599.40
PC Connection	Visual Studio Software	\$ 1,845.55
PC Connection	Visual Studio Software (4)	\$ 5,459.85
PC Connection	Sony laptop	\$ 3,877.92
PC Connection	IBM Thinkpad (2)	\$ 7,639.30
US Precision Lens	Tooling	\$ 49,300.00
Roper Scientific	Kodak MegaPlus Cameras (2)	\$ 16,790.00
Dell	Dimension L Celeron PCs (2)	\$ 2,853.48
Dell	Dimension XPS Pentium III PC	\$ 2,602.37
Dell	Dimension XPS Pentium III PC	\$ 2,602.37
Dell	Dimension XPS Pentium III PC	\$ 2,441.07
Dell	Dimension 4100 Series PC (2)	\$ 3,373.09
Dell	Dimension 4100 Series PC	\$ 2,301.42
Dell	Dimension XPS Pentium III PC (2)	\$ 5,551.09
Dell	Dimension L550r PC	\$ 1,576.15
Dell	Dimension L550r PC	\$ 1,998.33
Dell	Dimension XPS Pentium III PC	\$ 3,079.75
Dell	Dimension XPS Pentium III PC (2)	\$ 5,358.41
Dell	Dimension XPS Pentium III PC (2)	\$ 4,299.72
Allied Electronics	TDS224 Oscilloscope	\$ 2,592.59
Lab Pro	Steramicroscope & accessories	\$ 2,157.27
RDM Industrial Products	Tech Bench (2)	\$ 1,820.77
PC Connection	Web Special IBM Thinkpad & accessories	\$ 3,364.97
M2 Associates	Stereo Microscope Systems (2)	\$ 3,349.26
US Precision Lens	Front Prism & Degator Tooling	\$ 35,500.00
Varitronix Limited	Whole Wafer Process Tooling	\$ 13,000.00
New Focus, Inc.	Photo Receiver (3)	\$ 3,098.16
Dell	Dimension 4100 Series PC (2)	\$ 3,308.14
Dell	Dimension 4100 Series PC	\$ 2,918.46
Dell	Dimension 4100 Series PC	\$ 2,183.44
Dell	Dimension 4100 Series PC (2)	\$ 5,559.74
H.A. Phillips	Office furniture	\$ 7,566.68
ARM	ADS Floating SW Licenses (3)	\$ 17,124.38
RDM Industrial Products	Tech Bench (2)	\$ 2,174.09
PC Connection	IBM Thinkpad & accessories	\$ 3,746.84
PC Connection	IBM Thinkpad & accessories	\$ 3,740.35
PC Connection	IBM Thinkpad & accessories	\$ 2,934.64
PC Connection	IBM Thinkpad & accessories	\$ 3,244.73
PC Connection	SQL Server Licenses	\$ 4,119.85
PC Connection	HP LaserJet 4050TN	\$ 1,701.35
PC Connection	3Com Switch 3300 & cable	\$ 1,714.75
PC Connection	IBM Thinkpad & accessories	\$ 3,355.80
G-S Plastic Optics	Tooling	\$ 21,517.50
Protel	Protel 99SE software	\$ 6,509.58
Bsquare Corp.	Platform Builder Software	\$ 16,200.00
PC Connection	IBM Thinkpad & accessories (2)	\$ 6,854.99
PC Connection	IBM Thinkpad & accessories	\$ 2,984.09
Compaq Computer Corp	Armada Pentium III Laptop	\$ 3,470.42
PC Connection	Canon Laser Fax	\$ 2,497.40
H.A. Phillips	Haworth Cubicle Workstations	\$ 21,704.13
	Total \$ Amount	\$ 338,563.64

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 1 - December 1997

Vendor Name	Brief Description Of Item	\$ Amount
BT Office Products	(2) dbl ped desk	\$ 621.66
BT Office Products	Bookcase 47x34	\$ 98.90
BT Office Products	Bookcase 42x34	\$ 75.56
BT Office Products	File 4 drawer	\$ 159.69
Displaytech	2xFlex Assemblies	\$ 1,995.00
Fry's	Brother Fax MFC-455	\$ 699.00
Smart Interiors	Front Area Panels	\$ 2,560.00
Smart Interiors	5 Cubes (Area 8)	\$ 5,910.00
Smart Interiors	Lab Area Panels	\$ 2,475.00
Smart Interiors	36W energy adapter	\$ 45.00
Smart Interiors	24W energy adapter (2)	\$ 84.00
Smart Interiors	48W energy adapter (4)	\$ 208.00
Smart Interiors	80H Ceiling Entry Power Pole	\$ 100.00
Smart Interiors	62H Ceiling Entry Power Pole (2)	\$ 196.00
Smart Interiors	End Cap	\$ 20.00
Smart Interiors	36" Racetrack cable mgmt	\$ 12.00
Smart Interiors	T-connector 80H	\$ 14.00
Parametric Technology	Pro/Process for Assemblies	\$ 7,000.00
Parametric Technology	Pro/Library Access	\$ 1,000.00
Parametric Technology	Basic Factors Library	\$ 1,000.00
Fry's	Viewsonics 176S Monitor	\$ 599.99
Fry's	HP 7280P	\$ 1,199.99
HKG Computers	Intel Pentium II 233Mhz	\$ 3,923.00
Insight	Hitachi Superscan Elite 75t	\$ 1,139.99
Insight	Fujitsu 32MB Module PC Lifebook	\$ 369.99
Insight	Fujitsu Enhancement Unit	\$ 379.99
Insight	Fujitsu Lifebook 655TX	\$ 3,929.99
Fry's	Epson Stylus Color Printer	\$ 1,379.99
Micron Electronics, Inc.	Millennia XKU 266	\$ 3,078.00
Micron Electronics, Inc.	Millennia XKU 300	\$ 4,158.00
Insight	IBM Thinkpad 560E	\$ 4,189.99
Insight	Sony Discman 6X CD-ROM	\$ 299.99
Insight	Kingston 32 MB Thinkpad Memory	\$ 329.99
Mildex	Dioptr Telescope	\$ 1,520.00
Photo Research, Inc.	Spectracolorimeter	\$ 10,815.00
BT Office Products	Desk DblPet 60x30	\$ 310.83
BT Office Products	Bkcase 5 shelf Gray	\$ 75.56
BT Office Products	Bkcase 5 shelf Putty	\$ 75.56
BT Office Products	File, 4 drw Gray Ltr	\$ 159.69
Integrated Optical	Spindle-Beveling setup	\$ 1,000.00
	Total \$ Amount	\$ 63,209.35

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InViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 2 - February 1998

Vendor Name	Brief Description Of Item	\$ Amount
Lan Service Group	Pipeline 50 Bridge	\$ 895.00
Micron Electronics	ATO Model BOM	\$ 3,647.00
Micron Electronics	ATO Model BOM	\$ 2,897.00
Micron Electronics	ATO Model BOM	\$ 2,897.00
Micron Electronics	ATO Model BOM	\$ 2,897.00
Insight	HP Laserjet 5SI NX	\$ 2,699.00
Insight	Adobe Postscript SIMM	\$ 438.00
Lan Service Group	NT File Server	\$ 22,127.00
Lan Service Group	MS NT Network	\$ 5,954.00
OrCAD	Express Enterprise Edition	\$ 5,995.00
Smart Interiors	48" Wide Cart	\$ 349.60
Smart Interiors	Work Benches (4)	\$ 3,840.00
Smart Interiors	Storage Cabinets	\$ 830.00
Tektronics	Probe Diff Act	\$ 2,495.00
Tektronics	Oscilloscope 500 MHZ 2+2 CH Mono Instavvu	\$ 10,785.00
Tektronics	Active Probe	\$ 790.00
Melles Griot	Green Laser Head, 0.75MW Rondo	\$ 815.00
Melles Griot	Set VIS-40 Filter 8ELMT, 50MM	\$ 930.00
Newport	Breadboard	\$ 850.00
Micron Electronics	Millenia XKU 266	\$ 3,097.00
Micron Electronics	Millenia XKU 266	\$ 3,097.00
Smart Interiors	Panels for Buildout of back 10 areas	\$ 5,730.00
Smart Interiors	Panels for Buildout of back 10 areas	\$ 1,514.00
Hewlett-Packard	16500C Logic Analysis System	\$ 7,855.55
Hewlett-Packard	16555A 68 ch State/Timing logic analyser card	\$ 11,382.28
Hewlett-Packard	16522A Pattern Generator	\$ 5,333.51
Hewlett-Packard	16522A Clock Pod and Lead set for HP 16522A	\$ 161.25
Hewlett-Packard	16522A 8 channel tri-state TTL and CMOS output	\$ 806.23
Hewlett-Packard	16505A HP Prototype Analyzer Base system	\$ 4,130.37
Insight Electronics	Xilinx DS FND Std PCI-C	\$ 4,993.75
Oriel Instruments	25W Qth Source	\$ 3,853.00
Keithley Instruments	DMM W/IEEE & Analog output	\$ 1,235.00
Coast Tool Company	Deluxe Protractor Set	\$ 1,495.00
BT Office Products	Desk	\$ 310.83
Focus Software	ZEMAX - EE	\$ 2,280.00
Focus Software	ZEMAX - SE	\$ 855.00
Interactive Image	Electronics Workbench EDA for Windows NT	\$ 995.00

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National Instruments	Labview Full Development System for Windows	\$ 1,995.00
	Total \$ Amount	\$ 133,250.37

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 3 - July 1998

Vendor Name	Brief Description Of Item	\$ Amount
Parametric Tech	Pro/Mechanica	\$ 13,616.00
Exemplar Logic	Leonardo WIN32S Verilog FPGA ASIC Non-server	\$ 14,712.64
Exemplar Logic	Leo Timing Module WIN32 - Non-server	\$ 4,416.00
Exemplar Logic	Verilog V-System	\$ 3,308.32
Tanner Research	L-Edit/Win95 Layout Editor	\$ 299.25
Tanner Research	L-Edit/Win95	\$ 1,995.00
Micron Electronics	Micron Computer ATO Model	\$ 6,271.00
Micron Electronics	Micron Computer ATO Model	\$ 6,271.00
Micron Electronics	Micron Computer ATO Model	\$ 2,697.00
BT Office Products Int.	Desk	\$ 310.83
BT Office Products Int.	Table	\$ 181.40
BT Office Products Int.	Bookcase	\$ 455.82
BT Office Products Int.	File 4drw gray ltr. W/ lock	\$ 159.69
Micron Electronics	Micron Computer ATO Model	\$ 5,317.00
Digital Consortium	Kodak Megaplug Camera Package	\$ 8,590.00
Digital Consortium	Half-size PCI digital frame grabber	\$ 2,650.00
Digital Consortium	Digital interface cable for ES 1.0 Megaplug	\$ 295.00
Digital Consortium	LabView Drivers for ITI frame grabber	\$ 395.00
Insight	HP Laserjet 6LSE Printer	\$ 399.00
Insight	Project 98 for Windows	\$ 878.38
Insight	HP Designjet 755CM Plotter	\$ 6,839.99
Insight	Spindle for HP Designjet	\$ 87.99
Micron Electronics	Micron Computer ATO Model	\$ 2,019.00
Insight	Visual Studio Pro 97 Full Ver	\$ 888.44
Insight	Visual Studio Enterprise ED 97	\$ 1,399.99
Insight	HP Scanjet 5100SE Flatbed Color 300DPI	\$ 299.99
Insight	Adobe Photoshop V 5.0	\$ 601.47
West Coast Office Interiors	(4) Creative Wood L-Shape Desk	\$ 3,956.00
West Coast Office Interiors	(2) Creative Wood 72"H Bookcase	\$ 412.00
West Coast Office Interiors	(4) Used 42" round Table	\$ 716.00
West Coast Office Interiors	4x10' Racetrack Conference Table Oak	\$ 775.00
West Coast Office Interiors	30" Round Table Brown	\$ 69.00
West Coast Office Interiors	(2) 42" Square Table	\$ 148.00
West Coast Office Interiors	36" Round Table - Brown	\$ 74.00
West Coast Office Interiors	(12) Equa Chair Black	\$ 1,920.00
West Coast Office Interiors	(7) Stacking Chair (Blue)	\$ 28.00
West Coast Office Interiors	(2) Kimball Chair	\$ 200.00

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 3 - July 1998

Vendor Name	Brief Description Of Item	\$ Amount
West Coast Office Interiors	Kimball Club Chair	\$ 168.00
West Coast Office Interiors	Kimball Sofa	\$ 210.00
West Coast Office Interiors	Coffee Table	\$ 149.00
West Coast Office Interiors	Square End Table	\$ 129.00
West Coast Office Interiors	(4) Stacking Chair - Grey	\$ 240.00
Micron Electronics	Micron Computer ATO Model	\$ 2,942.00
Micron Electronics	Micron Computer ATO Model	\$ 2,942.00
Micron Electronics	Micron Computer ATO Model	\$ 2,843.00
Hyundai Electronics America	(32) 8'x8' Teknion cubes	\$ 51,200.00
Hyundai Electronics America	(90) 8 pair high band termination modules	\$ 652.50
Hyundai Electronics America	(73) Krone to 8Wx8P patch cords CAT 5 4 ft.	\$ 474.50
Hyundai Electronics America	(28) Krone to 8Wx8P patch cords CAT 5 7 ft.	\$ 196.00
Hyundai Electronics America	(3) 19" Mounted Racks	\$ 570.00
Smart Interiors	(10) BC Series BC44	\$ 1,272.00
Smart Interiors	(3) BC Series BC44 Armless	\$ 297.00
Smart Interiors	(3) BC Series BC86S Sled Loop Arms	\$ 345.00
Smart Interiors	(2) BC Series BC87 Loop Arms	\$ 340.00
Smart Interiors	(2) BC Series BC45 Stool Armless	\$ 250.00
Total \$ Amount		\$ 158,873.20

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 4 - January 1999

Vendor Name	Brief Description Of Item	\$ Amount
McMaster-Carr	Mini-drawer cabinet	\$ 853.00
Lan Service Group	2 line fax server Castelle 1500-N	\$ 2,947.50
Keil Software	C51 Prof. Developers Kit	\$ 2,595.00
Emutec Inc.	PROMJet with 8 MBIT	\$ 795.00
Scientific Instruments	Olympus Microscope System	\$ 13,778.50
Insight	Superstack II Hub 100TX	\$ 763.99
Micron Electronics	Micron Computer ATO	\$ 4,484.00
Micron Electronics	Micron Computer ATO	\$ 2,496.00
Flax Art	Rototrim Cutting Board	\$ 625.80
Lab-Pro, Inc.	Leica GZ6 Stereomicroscope	\$ 2,204.00
Emutec Inc.	PROMJet with 8 MBIT	\$ 795.00
Insight	Stylus Color 850	\$ 399.00
Thorlabs	Breadboard	\$ 239.00
Micron Electronics	Micron Computer ATO	\$ 2,384.00
Emutec Inc.	PROMJet with 8 MBIT	\$ 795.00
Micron Electronics	Micron Computer ATO	\$ 2,607.28
Insight	IBM Thinkpad	\$ 2,829.99
Insight	Office Pro 97	\$ 528.99
Insight	Adobe Acrobat	\$ 889.95
EZ Access	BEST FAS For Windows	\$ 1,595.00
EZ Access	BEST FAS Win Support	\$ 435.00
Insight	IBM Thinkpad	\$ 8,600.00
Insight	Office Pro 97	\$ 927.98
Insight	HP Laserjet 6LSE	\$ 399.99
Insight	ZIP Drive	\$ 208.00
Insight	Project 98 for Windows	\$ 878.38
Insight	IBM Selectabase 600	\$ 366.00
Insight	IBM Miniature Mouse	\$ 111.98
Insight	104-Key Black	\$ 107.98
BT Office Products	Copyboard Elec	\$ 1,784.80
Curtis Trading	Cubical Panels	\$ 2,234.25
Curtis Trading	SEE ABOVE	\$ 2,525.00
Testequity, Inc.	HP Semiconductor Analyzer	\$ 22,995.00
Insight	Visual Studio -Enter	\$ 929.99
Insight	Visual Studio - Pro	\$ 459.99
Testequity, Inc.	TEK DMM	\$ 768.00
Keithley Inst.	Autorangeing Microvolt	\$ 835.00

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 4 - January 1999

Vendor Name	Brief Description Of Item	\$ Amount
Lab-Pro, Inc.	GZ6 Stereomicroscope	\$ 2,721.00
Electro-Lite	ELC404 UV	\$ 795.00
Rathlesberger	Lab Tools	\$ 2,084.40
Creative Computer	Digital Camera	\$ 903.00
Creative Computer	Digital Camera Acc Kit	\$ 197.00
Lan Service Group	SSII Hub 100 FETH 12PT RJ45 Stk Hub	\$ 711.25
Newport Corporation	Lab Jack	\$ 849.00
Newport Corporation	Prism Assembly System	\$ 5,620.25
Genesis Scientific	Nikon 6D Stand	\$ 5,000.00
Bay Area Shelving	Shelving Units	\$ 4,765.00
Mobile Planet	PTKIT.SHP,HC-4600	\$ 999.90
Ocean Optics	2000 Series Fiber Optic Spectrometer	\$ 2,574.00
Micron Electronics	Millennia 400 Max	\$ 2,753.00
Hamamatsu Corp.	C1053-50 Socket Assembly	\$ 528.21
Hamamatsu Corp.	High Voltage Pwr Supply	\$ 1,490.78
Hamamatsu Corp.	E989-03 Magentic Shield	\$ 36.34
Ocean Optics	Serial A/D Board	\$ 699.00
West Coast Office	Lab Chairs	\$ 1,043.00
West Coast Office	High Back Exec Chair	\$ 219.00
Miller Design	Micromanipulator	\$ 27,922.00
Mobile Planet	16MB Upgrade	\$ 169.95
Flowstar, Inc.	LV 6 - 30 IAS Flowhood	\$ 2,750.00
Flowstar, Inc.	Bench with Exhausting	\$ 1,270.00
Flowstar, Inc.	Plexiglass side panel	\$ 140.00
Flowstar, Inc.	60" Ionizer Bar with Control Box	\$ 972.00
Westek Presentations	Lumuns Projector	\$ 5,290.00
Hewlett-Packard	Pulse/Pattern Gen MF	\$ 7,500.00
Hewlett-Packard	Output Channel	\$ 4,500.00
Hewlett-Packard	fax	\$ 990.00
Micron Electronics	Millennia 450 Max	\$ 3,937.00
PSS Communications	Mitel DNS Card	\$ 2,925.00
Creative Computer	Sony F500 21/19.8.22mm	\$ 1,821.00
Labsphere, Inc.	AA-00006-411	\$ 1,680.00
International	Radiometer System	\$ 2,560.00
Seattle Optical	Right Angle Eyepiece	\$ 2,125.00
Westek Presentations	3500/5000 Accessories	\$ 93.17
Micron Electronics	Millennia 450 Max	\$ 3,365.00

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Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 4 - January 1999

Vendor Name	Brief Description Of Item	\$ Amount
Micron Electronics	Millennia 450 Max	\$ 4,284.00
	Total \$ Amount	\$ 197,456.59

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 5 - May 1999

Vendor Name	Brief Description Of Item	\$ Amount
Expandable Software	Accounting Software	\$ 14,608.35
Dell	Pentium II Computer	\$ 2,351.20
Tanner Research	Tanner Tools Pro/ Win95	\$ 13,851.67
Apple Computers	Apple Powerbook G3	\$ 3,564.00
Insight Electronics	XC4052XL	\$ 4,237.50
Insight Electronics	IDT707288S15PF	\$ 2,551.87
AnchorChip	USB Dev Kit Rev C chip Rev D	\$ 901.82
Micron	Micron computer ATO	\$ 5,708.45
Technical	table system	\$ 5,838.66
Zygo	GPI Interferometer System	\$ 72,161.55
Zygo	Attenuation Filter W/stand	\$ 2,075.16
Zygo	4" Accessory Receptacle	\$ 1,474.85
Pss Communications	Intel Upgrades	\$ 2,532.58
Dell	Dell Dimension 400mhz pll	\$ 1,869.49
Bridge Networks	GroupShield, NetShield, Secure Cast, WebShield SW	\$ 2,655.91
SureFire	Sure Cov License & Maint	\$ 12,250.00
	Total \$ Amount	\$ 148,633.06

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 6 - September 1999

Vendor Name	Brief Description Of Item	\$ Amount
ARM, Inc	C++ v1.01	\$ 2,536.00
ARM, Inc	Software Development Toolkit	\$ 4,500.00
Creative Computer	Ultraslim 56W AC Adaptor for TP 600.770	\$ 66.00
Creative Computer	Thinkpad 580 Ultrabase IBM	\$ 116.00
Creative Computer	32 MB EDO SO DIMM f/tp 64 -bit	\$ 83.00
Creative Computer	10/100 Cardbus PC Card w/Xiack 3com	\$ 134.00
Creative Computer	Actius A250 Pii/300 64/6 11.3" TFT Win98 Sharp Elec	\$ 2,346.00
Creative Computer	Tpad 570 PII 366 64.6 4G 56k IBM	\$ 3,427.00
Data I/O	PPO-PLcc/LCC44/28 Hard Socket pins	\$ 745.29
Dell Dimension	Dell Dimension XPS T450 MHz Pentium II MiniTower Base with 512k Cache	\$ 4,178.00
Dell Dimension	Dell Dimension XPS T450 MHz Pentium II MiniTower Base with 512k Cache	\$ 2,057.00
Dell Dimension	Dell Dimension XPS T450 MHz Pentium II MiniTower Base with 512k Cache	\$ 1,484.00
Focus Software	Zemax upgrade + Zemax annual support	\$ 1,900.00
Model Technology	Modelsim PEVLOG NL Simulation Software License	\$ 7,900.00
Office Depot	File Flat Stl, 5 drwr TS3	\$ 535.60
	Total \$ Amount	\$ 32,007.89

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 7 - January 2000

Vendor Name	Brief Description Of Item	\$ Amount
Bridge Networks	Cisco PIX 515 R	\$ 4,515.00
Bridge Networks	Cisco VPN SW DES 100	\$ 290.00
Dell Computer	Dell Latitude	\$ 2,919.00
Dell Computer	Shipping	\$ 42.00
Dell Computer	G790 19" CRT Monitor G790	\$ 466.95
Dell Computer	Shipping	\$ 69.38
Dell Computer	Dell Dimension XPS T600 MHz Pentium III Minitower Base with MMX and 512K Cache	\$ 3,069.00
Dell Computer	Dell Power Edge 2300 Base, PII, 450MHz Processor with 512K Cache	\$ 5,261.00
Dell Computer	Dell Dimension XPS T600 MHz Pentium III Minitower Base with MMX and 512K Cache	\$ 3,110.00
Dell Computer	Dell Dimension XPS T450 MHz Pentium III Minitower Base with MMX and 512K Cache	\$ 1,214.00
Dell Computer	Dell Dimension XPS T450MHz Pentium III MiniTower Base with 512K Cache	\$ 4,102.00
Dell Computer	Dell Dimension XPS T500MHz Pentium III MiniTower Base with 512K Cache	\$ 2,538.00
Dell Computer	Dell Dimension XPS T600 MHz Pentium III Minitower Base with MMX and 512K Cache	\$ 3,510.00
Dell Computer	Shipping	\$ 90.00
Model Technology	Verilog Simulation Software	\$ 3,995.00
Office Depot	Sorter, One Tier Grey	\$ 508.30
OrCAD	ORCAD Capture	\$ 1,495.00
OrCAD	ORCAD Capture CIS	\$ 3,995.00
Phoenix Mold & Die	2 Cavity Mold to produce 1 part of each in a base large enough for a 4 cavity	\$ 7,200.00
Phoenix Mold & Die	Single Cavity P.20 Mold Chrome Plate and color butt. Box, Beveled light	\$ 2,100.00
Phoenix Mold & Die	Tooling for Injection molded light box	\$ 4,200.00
Shin-Etsu Polymer America	Tool, Display Module Optical Seal Two Cavity	\$ 6,400.00
US Precision Lens	Tooling	\$ 17,400.00
US Precision Lens	Tooling	\$ 15,400.00
Volterra Semiconductor Corp.	Silicon thermal temperature controller and	\$ 5,000.00
Volterra Semiconductor Corp.	Sales Tax	\$ 412.50
Zygo Corp.	4" Transmission Sphere F/3.3 - 1/10 Wave	\$ 5,820.00
National Instruments	PCI-6111E simultaneous sampling multifunction I/O board including NI-DAQ for Windows	\$ 2,195.00
National Instruments	Accessory for PCI-6111E BNC-2110	\$ 295.00

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inViso, Inc.  
Phoenix Lease  
Assets Held Under Lease  
Summary of Lease No. 7 - January 2000

Vendor Name	Brief Description Of Item	\$ Amount
National Instruments	Cable type SH68-68-EP, Shielded Cable 2 meter	\$ 110.00
PC Connection	Voio PCG-F390 Laptop	\$ 3,699.00
PC Connection	Fast Etherlink XL 10/100 C	\$ 139.95
PC Connection	100 MB USB Zip Drive	\$ 129.95
PC Connection	Freight	\$ 31.45
Applied Optics	Aspheric Null Corrector	\$ 11,300.00
Dell Computer	Inspiron 7500, R450LT Pentium III, Integrated	\$ 2,994.00
Dell Computer	Dell Dimension XPS T600MHz Pentium III Minitor Base with 512K Cache	\$ 2,110.00
Dell Computer	Shipping	\$ 90.00
Dell Computer	AHA-2930u2 Kit PCI to ULT2 SCSI Adptr AHA- 2930u2 Kit	\$ 463.90
Agilent	Precision LCR Meter	\$ 14,335.00
Agilent	Test Fixture	\$ 400.00
Commercial Systems South	16' Conferece Table	\$ 800.00
Commercial Systems South	4'x6' White board	\$ 75.00
Commercial Systems South	4'x8' White Board	\$ 95.00
Commercial Systems South	4'x6' tack board	\$ 45.00
Commercial Systems South	Non-lumbar office chair, black	\$ 500.00
Commercial Systems South	shipping	\$ 75.00
	Total \$ Amount	\$ 145,005.38

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inViso, Inc.  
Other Leases  
Assets Held Under Lease

Vendor Name	Brief Description Of Item	\$ Amount
Advanta Lease No. 1- 9/98		
Breault Research Organization	ASAP/Basic	\$ 7,500.00
	ASAP/Optical	\$ 4,000.00
	ASAP/Basic support 1 yr	\$ 2,000.00
	ASAP/Optical support 1 yr	\$ 900.00
	ASAP/Pro	\$ 4,000.00
	ASAP/Pro support	\$ 500.00
		<u>\$ 18,900.00</u>
Advanta Lease No. 2 - 9/98		
Parametric Technology Corp	Product Modeler Package	\$ 14,400.00
	Pro/Interlink Client	\$ 4,500.00
	Pro/Libraryaccess	\$ 900.00
	Tax	\$ 1,633.50
		<u>\$ 21,433.50</u>
Dell (DFS Acceptance ) Lease 9/98	Dell PowerEdge 2300 Base, 400 MHz Processor (Server)	<u>\$ 7,558.00</u>
Wells Fargo (Greentree) Lease 6/98	1x ONS Line card	
	1x Mitel DNIC Line Card	
	11x Mitel Superset 410 telephones	
	2x Mitel Superset 420 telephones	
	1x Polycom Speakerphone Unit	
	1x Cortelco Analog Telephone	
	1x 900 MHZ Cordless Telephone	
	1x Mitel Superset 400 Pkm Unit	
	1x Software Processing Package	
	3x Plantronics Headsets	
	3x Plantronics Amp Modules	
	1x MOH3000 Digital Music Onhold Unit	
	1x MOH Paging Module	
	11 xBogen Ceiling Speakers	
	11x-Bogen Tie-Bridges	
	2 xBogen Wall Speakers	
	1x Bogen 100 Watt Amp	
	Total \$ Amount	<u>\$ 18,130.00</u>
Octel Lease 9/97	Mitel sx200 Telephone & Smooth Operator Voicemail and Polycom Soundstation	<u>\$ 17,757.00</u>

Confidential

inViso  
Advanta Lease

Leased Equipment 9/98

Advanta Lease - 9/98

Breault Research Organization	ASAP/Basic	7,500.0
	ASAP/Optical	4,000.0
	ASAP/Basic support 1 yr	2,000.0
	ASAP/Optical support 1 yr	900.0
	ASAP/Pro	4,000.0
	ASAP/Pro support	500.0
		<u>18,900.0</u>

inViso  
Advanta Lease

Leased Equipment 9/98

Parametric Technology Corp

Description	Amount
Product Modeler Package	14,400.0
Pro/Interlink Client	4,500.0
Pro/Libraryaccess	900.0
Tax	1,633.5
	<u>21,433.5</u>



inViso  
Octel Lease

Leased Equipment 9/97

Description	Amount
Mitel sx200 Telephone & Smooth Operator Voicemail and Polycom Soundstation	17,757.00

inViso  
Greentree (Conseco) Lease

## Leased Equipment 6/98

Qty	Description	Amount
1	ONS Line card	
1	Mitel DNIC Line Card	
11	Mitel Superset 410 telephones	
2	Mitel Superset 420 telephones	
1	Polycom Speakerphone Unit	
1	Cortelco Analog Telephone	
1	900 MHZ Cordless Telephone	
1	Mitel Superset 400 Pkm Unit	
1	Software Processing Package	
3	Plantronics Headsets	
3	Plantronics Amp Modules	
1	MOH3000 Digital Music Onhold Unit	
1	MOH Paging Module	
11	Bogen Ceiling Speakers	
11	Bogen Tie Bridges	
2	Bogen Wall Speakers	
1	Bogen 100 Watt Amp	
		<u>18,130.0</u>

inViso  
Dell Lease

Leased Equipment 9/98

Dell

Description	Amount
Dell PowerEdge 2300 Base, 400 MHz Processor (Server)	7,558.00

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). SUCH SECURITIES MAY NOT BE TRANSFERRED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER OR, IN THE OPINION OF COUNSEL FOR THE COMPANY, REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT OR UNLESS SOLD PURSUANT TO RULE 144 OF THE ACT.

**Secured Convertible Promissory Note**

\$36,000.00

August 1, 2001  
Sunnyvale, California

Inviso, Inc., a California corporation ("**Company**"), for value received, hereby promises to pay to the order of Thomas A. Kelly & Associates Profit Sharing Plan, or holder ("**Holder**") in lawful money of the United States at the address of Holder set forth herein, the principal amount of Thirty-Six Thousand Dollars (\$36,000.00), together with simple interest at an annual rate equal to the lesser of (i) 6.5% and (ii) the highest rate permitted by applicable law. This secured convertible promissory note (this "**Note**") is one of a series of like notes (the "**Bridge Notes**") in the aggregate principal amount of up to \$6,000,000 being issued by the Company pursuant to the Secured Note and Warrant Purchase Agreement dated April 27, 2001 (the "**Agreement**"). If not converted as hereafter provided, or repaid in accordance with Section 3 hereof, unpaid principal and all accrued and unpaid interest on this Note shall be due and payable on the first to occur of (x) a Liquidation Event of the Company, as defined in the Company's Amended and Restated Articles of Incorporation filed with the Secretary of State of the State of California on March 2, 2000 ("**Restated Articles**") and (y) December 1, 2001 (the "**Maturity Date**").

The following is a statement of the rights of the Holder and the conditions to which this Note is subject, and to which the Holder, by the acceptance of this Note, agrees:

**1. Conversion.**

- 1.1. **Conversion.** Subject to the provisions of this Note, the outstanding principal amount of this Note together with any accrued interest, shall convert (i) automatically at the initial closing of an equity financing resulting in the sale of the equity securities of the Company or securities convertible into equity securities of the Company with gross proceeds to the Company of at least \$8,000,000 (including the aggregate principal amount of the Bridge Notes to be so converted) (a "**Qualified Financing**") or (ii) at the option of the Investors at the initial closing of an equity financing resulting in the sale of the equity securities of the Company or securities convertible into equity securities of the Company with gross proceeds to the Company of less than \$8,000,000 (including the Principal Amount of the Notes to be converted) (a "**Non-Qualified Financing**"). The securities issued to the Holder on conversion shall be of the same class and type,

at the same price and on the same terms and provisions as the securities issued to the other participants in the Qualified Financing or Non-Qualified Financing, respectively (each, "*Financing Securities*"). The Holder agrees to execute all necessary documents in connection with the conversion of the Note, including a definitive stock purchase agreement.

1.2. ***Mechanics of Conversion.*** This Note shall automatically convert pursuant to Section 1.1(i) above and shall convert immediately upon written notice to the Company in a conversion pursuant to Section 1.1(ii) above, and, as of such conversion, (a) the rights of the Holder of the Note as such shall (to the extent of the principal amount and any accrued and unpaid interest converted) cease, and (b) Holder shall be treated for all purposes as the record holder of the securities into which such principal and/or interest have been converted. On or prior to conversion, the Holder shall surrender this Note to the Company at the address set forth below, together with any other documentation required for conversion and transfer of the securities. The Company shall, as soon as practicable after conversion and the delivery of the documents referred in the preceding sentence issue and deliver to the Holder of the Note, at the address designated by such Holder, a certificate or certificates (issued as of the date of conversion) for the number of securities into which the principal amount and/or interest have been converted.

1.3. ***Fractional Shares.*** No fractional shares shall be issued upon conversion of the outstanding principal amount of this Note and any accrued and unpaid interest on this Note. In lieu of any fractional shares to which the Holder of this Note would otherwise be entitled, this Company shall pay cash equal to such fraction multiplied by the conversion price for the Note.

2. ***Defaults.*** Each of the following events shall constitute an event of default under this Note (each a "Default"):

- 2.1. Default in the payment of principal of the Note and accrued interest thereon when due; or
- 2.2. Breach or default under the Agreement; or
- 2.3. Breach by the Company of any Obligations, as defined in the Agreement, and failure to cure such breach within 30 days after notice thereof to the Company; or
- 2.4. The Company's cash balance, as defined in the Agreement, is less than \$500,000; or
- 2.5. Entry of judgment against the Company in the amount in excess of \$100,000; or
- 2.6. The institution by the Company of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to institution of bankruptcy or insolvency proceedings against it under the Bankruptcy Act, or any other applicable federal or state law, or the consent by it to, or acquiescence in, the filing of any such

petition or the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of the Company, or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due; or

- 2.7. Material impairment or adverse possession of the Collateral (as defined in the Agreement), as determined in good faith judgment of the Holders of at least 50% of the aggregate principal amount of the Notes; provided, that such impairment which does not materially detract from the value of the Collateral; or
- 2.8. Within 60 days after the commencement of proceedings against the Company seeking any bankruptcy, insolvency, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such action shall not have been dismissed or all orders or proceedings thereunder affecting the operations or the business of the Company stayed, or the stay of any such order or proceedings shall thereafter be set aside, or, within 60 days after the appointment without the consent or acquiescence of the Company of any trustee, receiver or liquidator of the Company or of all or any substantial part of the properties of the Company, such appointment shall not have been vacated.

3. **Remedies upon Default.** Unless converted pursuant to Section 1.1, the outstanding principal amount of the Note, together with any accrued interest, shall become due and payable at the earlier of (i) the occurrence of a Default, as described in Section 2 hereto and (ii) the Maturity Date; at such time the Holder shall be entitled to exercise its rights under the security agreement contained in the Secured Note and Warrant Purchase Agreement of even date herewith, such other rights and remedies as may be available at law or in equity, and (x) if the Company ceases business operations or commence the winding down of its business, or (y) in the event of a Liquidation Event of the Company, as defined in the Company's Amended and Restated Articles of Incorporation filed with the Secretary of State of the State of California on March 2, 2000 ("**Restated Articles**"), the Holder shall be entitled to be paid (in addition to the outstanding principal amount of the Note and all accrued and unpaid interest on the Note) a premium equal to 200% of the outstanding principal of the Note.

4. **Miscellaneous.**

- 4.1. **Waiver and Amendment.** Any provision of this Note may be amended, waived or modified only upon the written consent of the Company and the Holder.
- 4.2. **Usury.** It is the intention of the parties to comply strictly with any applicable usury law. In no event shall the Holder be entitled to receive interest, fees, charges, or other payments equivalent to interest in excess of the maximum rate which may be lawfully charged to the Company. In the event the holder of this Note ever receives payments that would be excessive interest under applicable law, the parties agree to replace such provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such provisions.

- 4.10. **Prepayment.** This Note may be prepaid at any time without penalty with the written consent of Holder.
- 4.11. **Extension of Maturity Date.** The Maturity Date of this Note may be extended from time to time, at the option of the Holder, upon written notice to the Company.

*[Signature Page Follows]*


IN WITNESS WHEREOF, the Company has caused this Note to be issued as of the date first above written.

INVISO, INC.  
a California corporation

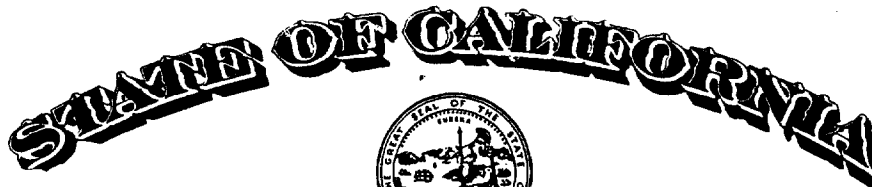
By:   
Joy Weiss, President and Chief Executive Officer

Agreed and Accepted by the Holder:

for By: Tom A Kelley, Trustee  
Name: Thomas A Kelley & Associates  
Address: 3000 Sand Hill Rd, Profit-Sharing Plan  
Bldg 2, Suite 120  
Menlo Park, Calif 94025

  
SIGN HERE





BILL JONES  
SECRETARY OF STATE  
SACRAMENTO

FINANCING STATEMENT FILED ON  
LAPSE DATE

MAY 02, 2001 AT 1135  
MAY 02, 2006

FILE NO. 0112460166

DEBTOR: INVIS0, INC.  
1330 BORDEAUX DRD  
SUNNYVALE, CA 94089

SECURED PARTY: ALICE RUSSELL-SHAPIRO  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

ARCH VENTURE FUND II, L.P.  
8725 W HIGGINS RD STE 280  
CHICAGO, IL 60631

ASSOCIATED VENTURE INVESTORS III, L.P.  
1 FIRST ST STE 2  
LOS ALTOS, CA 94022

AVI CAPITAL, L.P.  
1 FIRST ST STE 2  
LOS ALTOS, CA 94022

AVI SILICON VALLEY PARTNERS, L.P.  
1 FIRST ST STE 2  
LOS ALTOS, CA 94022

CHEVRON TECHNOLOGY VENTURES LLC  
575 MARKET ST 39TH FL  
SAN FRANCISCO, CA 94105-2856

CYPRESS SEMICONDUCTOR  
3901 N FIRST ST  
SAN JOSE, CA 95134-1599

FRED BIALEK  
200 WINDING WY  
WOODSIDE, CA 94062

IVAN SUTHERLAND  
125 WADSWORTH AVE  
SANTA MONICA, CA 94045



BILL JONES  
SECRETARY OF STATE  
SACRAMENTO

(CONTINUED)

MAY 02, 2001 AT 1135

FILE NO. 0112460166

MGN OPPORTUNITY GROUP LLC  
801 SECOND AVE STE 1300 NORTON BLDG  
SEATTLE, WA 98104

R&S ASSOCIATES  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

RIDGEWOOD CAPITAL CORP.  
947 LINWOOD AVE  
RIDGEWOOD, NJ 07450

THOMAS A. KELLY & ASSOCIATES PROFIT-SHARING PLAN  
3000 SAND HILL ROAD BL 2 SUITE 120  
MENLO PARK, CA 94025

WILLIAM RUSSELL-SHAPIRO  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

WILLIAM RUSSELL-SHAPIRO TRUST UAD 10/10/96  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

AMENDMENT: OCT 09, 2001 AT 1333


THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY ACTIVE FINANCING STATEMENTS, TAX LIENS, ATTACHMENT LIENS AND JUDGMENT LIENS, INCLUDING ANY CHANGE DOCUMENTS RELATING TO THEM, WHICH NAME THE ABOVE DEBTOR AND ARE ON FILE IN MY OFFICE AS OF NOVEMBER 09, 2001 AT 1700 HOURS.

BILL JONES  
SECRETARY OF STATE

0112460166

**FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
 <p>P6-0001150-6 P.O. Box 1913 Sacramento, CA 95812 1 (800) 446-5455</p> <p>CORPORATE/SEARCH, INC.</p>	
D. OPTIONAL DESIGNATION (if applicable): <input type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> CONSIGNOR/CONSIGNEE <input type="checkbox"/> NON-UCC FILING	



FILED  
SACRAMENTO, CA  
MAY 02, 2001 AT 1135  
BILL JONES  
SECRETARY OF STATE

## 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME			
Inviso, Inc.			
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
1c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
1330 Bordeaux Drive		Sunnyvale	CA USA 94089
1d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	1e. TYPE OF ENTITY Corp.	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION CA
			1g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

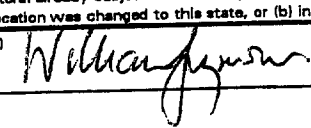
2a. ENTITY'S NAME			
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE
2d. S.S. OR TAX I.D.#	OPTIONAL ADD'NL INFO RE ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D.#, if any <input type="checkbox"/> NONE

## 3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME			
See Exhibit A			
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME
			MIDDLE NAME
			SUFFIX
3c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE

## 4. This FINANCING STATEMENT covers the following types or items of property:

See Exhibit B

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest	7. If filed in Florida (check one)
BOX (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	<input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) 	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**EXHIBIT A**

3. Secured Parties exact full legal names and addresses:

Arch Venture Fund II, L.P. c/o Arch Venture Corporation Keith Crandell O'Hare Plaza 8725 W. Higgins Road, Suite 280 Chicago, IL 60631	Chevron Technology Ventures LLC 39th Floor Attn: Lisa Tibbits 575 Market Street San Francisco, CA 94105-2856
Ridgewood Capital Corp. 947 Linwood Avenue Ridgewood, NJ 07450	MGN Opportunity Group LLC c/o Matthew G. Norton Suite 1300 Norton Building 801 Second Avenue Seattle, WA 98104
Ivan Sutherland 125 Wadsworth Avenue Santa Monica, CA 94045	Cypress Semiconductor Manny Hernandez 3901 North First Street San Jose, CA 95134-1599
Associated Venture Investors III, L.P. Brian Grossi One First Street, Suite 2 Los Altos, CA 94022	AVI Silicon Valley Partners, L.P. Brian Grossi One First Street, Suite 2 Los Altos, CA 94022
AVI Capital, L.P. Brian Grossi One First Street, Suite 2 Los Altos, CA 94022	AVI Partners Growth Fund II, L.P. Brian Grossi One First Street, Suite 2 Los Altos, CA 94022
Fred Bialek 200 Winding Way Woodside, CA 94062	William Russell-Shapiro Trust u/a/d 10/10/96 William and Alice Russell-Shapiro R&S Associates 235 Montgomery St., Ste. 824 San Francisco, CA 94104

## **EXHIBIT B**

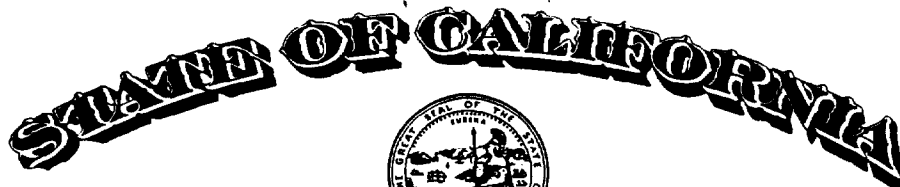
4. This FINANCING STATEMENT covers the following types or items of property:

(a) all accounts receivable, choses in action, chattel paper, instruments, general intangibles, licenses, copyrights, trademark rights, trade names, trade name rights, trade secrets, patents, patent rights and rights to payment of any kind and all contracts of the Company, now existing or at any time hereafter owned or acquired by the Company;

(b) all equipment, inventory, raw materials, work in process, materials used or consumed by the Company, goods held for sale or to be furnished under contract by the Company, now or at any time hereafter owned or acquired by the Company, wherever located, and all accessions, additions, improvements and products thereof held for sale to customers of the Company, whether in the possession of the Company, or any other person and whether located at the places of business of the Company or elsewhere, now or at any time hereafter owned or acquired by the Company; and

(c) all proceeds arising at any time related in any way to the foregoing, whether such proceeds arise voluntarily or involuntarily, including, but not limited to, any insurance proceeds and any licensing, intellectual property or other residual rights arising from the sale of the Company's products.

0112460166



BILL JONES  
SECRETARY OF STATE  
SACRAMENTO

FINANCING STATEMENT FILED ON  
LAPSE DATE

MAY 02, 2001 AT 1135  
MAY 02, 2006

FILE NO. 0112460166

DEBTOR: INVISIO, INC.  
1330 BORDEAUX DRD  
SUNNYVALE, CA 94089

SECURED PARTY: ALICE RUSSELL-SHAPIRO  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

ARCH VENTURE FUND II, L.P.  
8725 W HIGGINS RD STE 280  
CHICAGO, IL 60631

ASSOCIATED VENTURE INVESTORS III, L.P.  
1 FIRST ST STE 2  
LOS ALTOS, CA 94022

AVI CAPITAL, L.P.  
1 FIRST ST STE 2  
LOS ALTOS, CA 94022

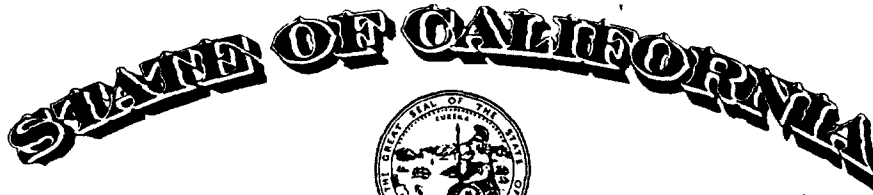
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LOS ALTOS, CA 94022

CHEVRON TECHNOLOGY VENTURES LLC  
575 MARKET ST 39TH FL  
SAN FRANCISCO, CA 94105-2856

CYPRESS SEMICONDUCTOR  
3901 N FIRST ST  
SAN JOSE, CA 95134-1599

FRED BIALEK  
200 WINDING WY  
WOODSIDE, CA 94062

IVAN SUTHERLAND  
125 WADSWORTH AVE  
SANTA MONICA, CA 94045



BILL JONES  
SECRETARY OF STATE  
SACRAMENTO

(CONTINUED)

MAY 02, 2001 AT 1135

FILE NO. 0112460166

MGN OPPORTUNITY GROUP LLC  
801 SECOND AVE STE 1300 NORTON BLDG  
SEATTLE, WA 98104

R&S ASSOCIATES  
235 MONTGOMERY ST STE 824  
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RIDGEWOOD, NJ 07450

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3000 SAND HILL ROAD BL 2 SUITE 120  
MENLO PARK, CA 94025

WILLIAM RUSSELL-SHAPIO  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

WILLIAM RUSSELL-SHAPIO TRUST UAD 10/10/96  
235 MONTGOMERY ST STE 824  
SAN FRANCISCO, CA 94104

AMENDMENT: OCT 09, 2001 AT 1333

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY ACTIVE FINANCING STATEMENTS, TAX LIENS, ATTACHMENT LIENS AND JUDGMENT LIENS, INCLUDING ANY CHANGE DOCUMENTS RELATING TO THEM, WHICH NAME THE ABOVE DEBTOR AND ARE ON FILE IN MY OFFICE AS OF JANUARY 31, 2002 AT 1700 HOURS.

BILL JONES  
SECRETARY OF STATE

REQUEST NO: 02035-R-0084

PAGE: 4

PATENT  
REEL: 012691 FRAME: 0550

01283C0119



## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
 CORPORATE/SEARCH, INC. 96-0001150-4	P.O. Box 1913 Sacramento, CA 95812 1 (800) 446-5455



FILED  
 SACRAMENTO, CA  
 OCT 09, 2001 AT 1333  
 BILL JONES  
 SECRETARY OF STATE

THE ABO.

1a. INITIAL FINANCING STATEMENT FILE #  
 0112460166

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☒ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

## 6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

## 7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Thomas A. Kelly & Associates Profit-Sharing Plan				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
3000 Sand Hill Road, Bl. 2, Suite 120		Menlo Park	CA	94025
7d. TAX ID #:	SSN OR EIN	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
	ADD'L INFO RE ORGANIZATION DEBTOR	Benefit Plan		<input checked="" type="checkbox"/> NONE

## 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Thomas A. Kelly & Associates Profit-Sharing Plan				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

## 10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

RECORDED: 03/07/2002

PATENT  
 REEL: 012691 FRAME: 0551