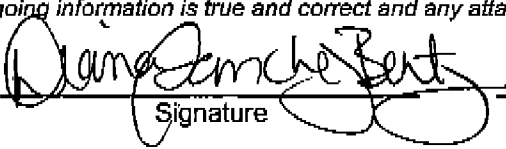


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
Tab settings ⇨ ⇨ ⇨    τ    τ    τ    τ    τ    τ    τ					
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <b>XEMI, Inc.</b> <b>2125 Hilton Head</b> <b>Round Rock, Texas 78664</b> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>InterWest Partners VIII, L.P.</u> Internal Address: <u>as Collateral Agent on</u> <u>behalf of the Secured Parties</u> Street Address: _____ <u>2710 Sand Hill Road, Second Floor</u> City: <u>Menlo Park</u> State: <u>CA</u> Zip: <u>94025</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Intellectual Property Security Agreement</u> Execution Date: <u>August 8, 2003</u>			4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>10/357,255</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Diana Sanchez Bentz</u> Internal Address: _____ <u>Cooley Godward LLP</u> <u>5 Palo Alto Square</u> Street Address: <u>3000 El Camino Real</u> City: <u>Palo Alto</u> State: <u>CA</u> Zip: <u>94306</u>			6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41) <u>\$40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>03-3115</u> (Attach duplicate copy of this page if paying by deposit account)		
<b>DO NOT USE THIS SPACE</b>					
9. Statement and signature. <i>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.</i> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> <u>Diana Sanchez Bentz</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 20%; text-align: right;"> <u>August 8, 2003</u>            Date         </div> </div> <div style="text-align: right; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and documents: <u>8</u> </div>					

418274/097032-137/Right fax to 703-306-5995/cmills/aa

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

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**PATENT**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "*Agreement*") is entered into as of August 8, 2003, by and among XEMI, INC., a Delaware corporation ("GRANTOR"), the secured parties listed on Schedule 1 attached hereto (the "SECURED PARTIES") and INTERWEST PARTNERS VIII, L.P., as Collateral Agent on behalf of the Secured Parties.

### RECITALS

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

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

### AGREEMENT

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

To secure the payment and performance of the Secured Obligations, Grantor grants and pledges to Collateral Agent, on behalf of the Secured Parties, a first priority security in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to the Collateral Agent on behalf of the Secured Parties under the Security Agreement. The rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in

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the Security Agreement, and those which are now or hereafter available to the Collateral Agent or the Secured Parties as a matter of law or equity. Each right, power and remedy of the Collateral Agent or the Secured Parties provided for herein or in the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Collateral Agent or the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent or the Secured Parties, of any or all other rights, powers or remedies.

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

Notwithstanding anything to the contrary contained herein, if any additional party shall become a Secured Party pursuant to an amendment to the Security Agreement, such additional Secured Party shall automatically be deemed a Secured Party pursuant to this Agreement and **Schedule 1** hereto shall be accordingly amended with no further consent required.

Any amendment of this Agreement shall require the written consent of the Grantor, the Collateral Agent and the Majority Lenders. Each Secured Party acknowledges that because this Agreement may be amended with the consent of the Majority Lenders, each Secured Party's rights hereunder may be amended or waived without such Secured Party's consent.


Subject to **Section 9** of the Security Agreement, this Agreement shall terminate upon the earlier of (i) the payment and performance in full of the Secured Obligations, or (ii) the conversion of the outstanding principal amount and accrued interest of the Notes into capital stock of Grantor, and the Secured Parties shall thereupon take such steps as may be necessary or reasonably requested by Grantor to provide evidence thereof or to terminate any financing statement or other instrument in respect thereof.

Upon termination of the Security Agreement, this Agreement and all security interests created hereby shall immediately terminate.

*[Signature pages follow.]*

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

**GRANTOR:****XEMI, INC.**

By:   
Print Name: Michael Chaddock  
Title: President and CEO

**COLLATERAL AGENT:****INTERWEST PARTNERS VIII, L.P.,  
a California limited partnership**

By: **INTERWEST MANAGEMENT PARTNERS VIII, L.L.C.,**  
a California limited liability company  
Its: **General Partner**

Signature: \_\_\_\_\_

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

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

08/07/2003 14:38 [TX/RX NO 5705] 0004

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

GRANTOR:

XEMI, INC.

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

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

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

COLLATERAL AGENT:

INTERWEST PARTNERS VIII, L.P.,  
a California limited partnershipBy: INTERWEST MANAGEMENT PARTNERS VIII, L.L.C.,  
a California limited liability company

Its: General Partner

Signature: John C. Adler 8/7/03Print Name: John C. AdlerTitle: Venture Partner

**SCHEDULE 1**

**SECURED PARTIES**

INTERWEST INVESTORS VIII, L.P.

INTERWEST INVESTORS Q VIII, L.P.

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

**EXHIBIT B****PATENTS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Patent application titled <i>Method and System of Reducing Electromagnetic Interference Emissions</i>	10/357,255	[to come]

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		