

Form PTO-1595

(Rev. 03/01) (modified)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent And Trademark Office

To the Honorable Commissioner For Patents: Please record the attached original documents or copy thereof:

1. Name of conveying party(ies):

GYRATION, INC.

Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

3. Nature of Conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other: _____

Execution Date: 09/22/2003

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

Name: INNOTECH CORPORATION

Internal Address:

Street Address: 3-17-6 SHIN-YOKOHAMA
KOUHAKU-KU

City: YOKOHAMA-SHI, KANAGAWA

State: JAPAN Zip: 222-8580

Additional name(s) & address(es) attached?

☒ Yes☐ No

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

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

A. Patent Application No.(s):

B. Patent No.(s):

5,898,421

Additional numbers attached? ☒ Yes ☐ No

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

Name: Fenwick & West LLP

Internal Address: Attn: Michael W. Farn, Esq.

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41): \$280.00

☐ Check Enclosed☐ Fee Transmittal Enclosed☒ Charge the indicated fees to the below mentioned deposit account.

8. Deposit Account No.: 19-2555

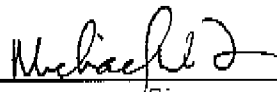
DO NOT USE THIS SPACE

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.

Michael W. Farn, Reg. No. 41,015

Name of Person Signing



Signature

November 20, 2003

Date

Total number of pages including cover sheet, attachments, documents: 10

Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450,
Alexandria, VA 22313-1450.

Case Docket No.: 19012-00027

700053691

PATENT
REEL: 014146 FRAME: 0108

CH \$280.00 192555 5898421

RECORDATION FORM COVER SHEET CONTINUATION:
(GYRATION, INC.: 19012-00027)

2. ADDITIONAL RECEIVING PART(IES):

Name: BERNARD V. & THERESA S. VONDERSCHMITT JOINT DECL. OF TRUST DTD 1/04/96

Internal Address:

Street Address: 510 MENDEL LANE

City: JASPER

State: IN Zip: 47546

Name: THOMAS J. QUINN

Internal Address:

Street Address: 5760 HARWOOD COURT

City: LOS GATOS

State: CA Zip: 95032

4. ADDITIONAL PATENT NUMBERS:

A. Patent Application No.(s):	B. Patent No.(s):
	5,825,350
	5,594,169
	5,440,326
	5,138,154
	5,698,784
	D378,751

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of September 22, 2003, is made by GYRATION, INC., a California corporation (the "**Company**"), and the parties to that certain Security Agreement, dated of even date herewith, by and among the Company and the parties listed as Secured Parties therein (or who hereafter become parties thereto, the "**Secured Parties**") (the "**Security Agreement**"), to secure certain Indebtedness of the Company as defined in the Security Agreement, subject to the prior receipt by the Company of the written consent of Silicon Valley Bank. Capitalized terms not defined herein shall have the meaning ascribed to them in the Security Agreement.

RECITALS:

WHEREAS, Company owns the Patent Collateral (as defined below) and the Trademark Collateral (as defined below); and

WHEREAS, pursuant to (i) the Security Agreement and (ii) certain other collateral documents (including this Agreement), the Company has granted or will be granting to the Secured Parties a continuing security interest in certain personal and intellectual property of Company, including all right, title and interest of Company in, to and under the Patent Collateral (as defined below), and the Trademark Collateral (as defined below) to secure Company's Indebtedness.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company grants to the Secured Parties, to secure Company's Indebtedness (as defined in the Security Agreement), a continuing security interest in all of Company's right, title and interest in, to and under the following:

(1) the "**Patent Collateral**", which is to include all of the following items or types of property whether now owned or existing or hereafter acquired or arising:

(a) each patent and patent application identified on Schedule 1 hereto (including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part, renewals or extensions);

(b) all claims for, and rights to sue for, past, present or future infringements of any of the Patents, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and

(c) all proceeds of any of the foregoing.

(2) the "**Trademark Collateral**", which is to include all of the following items

or types of property whether now owned or existing or hereafter acquired or arising:

(a) each trademark and trademark application identified on Schedule 2 hereto;

(b) the goodwill relating to any of the foregoing and any rights or items necessary to such goodwill to prevent any assignment from being an assignment in gross;

(c) all claims for, and rights to sue for, past, present or future infringements of any of the Trademarks, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof; and

(d) all proceeds of any of the foregoing.

Company irrevocably constitutes and appoints the Majority Holders (as defined in the Security Agreement, for itself and the Secured Parties under the Security Agreement), with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Company or in the name(s) of the Majority Holders, from time to time, in the discretion of the Majority Holders, to file and record any and all instruments, agreements and documents which the Majority Holders may deem necessary or advisable to accomplish the purposes of this Agreement and the Security Agreement, including to execute any assignment of the Patent Collateral and the Trademark Collateral after disposition thereof to other transferees, and to receive, endorse and collect all instruments made or payable to Company representing any proceeds of the Patent Collateral or the Trademark Collateral or any part thereof and to give full discharge for the same.

Except to the extent expressly permitted in the Security Agreement, Company agrees not to sell, lease, assign, transfer, encumber or otherwise dispose of the Patent Collateral or the Trademark Collateral, or any part thereof or any interest therein.

The foregoing security interest is granted in conjunction with the security interests granted by Company to the Secured Parties pursuant to the Security Agreement. Company acknowledges and affirms that the rights and remedies with respect to the security interest in the Patent Collateral and Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Next Page]

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.

COMPANY:**GYRATION, INC.****SECURED PARTIES:****INNOTECH CORPORATION**

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

FROM : MORGAN

FAX NO. : 9252560277

Sep. 23 2003 01:41AM P5

2003#09#23# (X) 07:41

1/7/03 (X) 07:41

FAX#045-474-9983

P.007/003

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.

COMPANY:**GYRATION, INC.****SECURED PARTIES:****INNOTECH CORPORATION**

By: _____

Name: _____

Title: _____

Fax No.: _____

By: L. M. YoshidaName: Larry M. YoshidaTitle: CHAIRMAN & CEO

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/24/96

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

SEP. -25 03 (TUE) 10:00

VONDERSCHMITT

TEL: 812 634 2630

P. 009

From Greg Smith

Fax 408-973-7055

To (812) 634-2630

Page 4/6

Gyraton, Inc

Date: 9/22/2003 4:30 38 PM

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.

COMPANY:

GYRATION, INC.

SECURED PARTIES:

INNOTECH CORPORATION

By: _____

Name: _____

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: Bernard VonderschmittName: BERNARD V. VONDERSCMITT

Title: _____

Fax No.: _____

By: _____

Name: _____

Title: _____

Fax No.: _____

/03 FRI 10:26 FAX

GYRATION


003

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.

COMPANY:
GYRATION, INC.

SECURED PARTIES:

INNOTECH CORPORATION


By: 
Name: THOMAS J. QUINN
Title: CEO
Fax No.: 408 973 7065

By: _____
Name: _____
Title: _____
Fax No.: _____

Bernard V. & Theresa S. Vonderschmitt
Joint Decl. of Trust DTD 1/04/96

By: _____
Name: _____
Title: _____
Fax No.: _____

Thomas J. Quinn

By: 
Thomas J. Quinn
Fax No.: _____

Schedule 1**Patent Collateral**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration Application Date</u>
Gyroscopic Pointer and Method	5,898,421	April 27, 1999
Electronic Pointing Apparatus and Method	5,825,350	October 20, 1998
Optically Sensed Wire Gyroscope Apparatus and System and Methods for Manufacture and Cursor Control	5,594,169	January 14, 1997
Gyroscopic Pointer	5,440,326	August 8, 1995
Shaft Angle Encoder with Rotating Off-Axis Interference Pattern	5,138,154	August 11, 1992
Vibrating Rate Gyroscope and Methods of Assembly and Operation	5,698,784	December 16, 1997
Design for Graphic Display Controller	Design Patent 378,751	April 8, 1997

Schedule 2

Trademark Collateral

Description	Registration/ Application Number	Registration Application Date
GYRATION	76,364,909	January 31, 2002
GYROPOINT	1,794,145	September 21, 1993