

RECORDATION FORM COVER SHEET
PATENTS ONLYU.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: December 2, 2003

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

Name: Excelsior Venture Partners III, LLC

Internal Address:

Street Address: 225 High Ridge Road

City: Stamford

State: Connecticut Zip: 06905

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

☒ Yes☐ No

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

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

A. Patent Application No(s): 09/642,250; 10/428,600;

B. Patent No(s): 5898421; 5825350; 5594169; 5440326;
5138154; 5698784; D378751Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael W. Farn

Internal Address: Fenwick & West LLP

Street Address: Silicon Valley Center
801 California Street

City: Mountain View State: CA Zip Code: 94041

6. Total number of applications and patents involved: [9]

7. Total fee (37 CFR 3.41): \$360.00

☐ 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

Name of Person Signing

Michael W. Farn

Signature

12/15/03

Date

Total number of pages including cover sheet, attachments, documents: [15]

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.: 19012-00029

700056919

PATENT
REEL: 014192 FRAME: 0970

19012/00027/DOCS/1398799.1

CH \$360.00 192555 09642250

Name and address of receiving party(ies)
Additional name(s) & address(es):

Huntington Technology Fund, LP
19700 Fairchild Road
Suite 290
Irvine, California 92612

Huntington Venture Partners, LLC
19700 Fairchild Road
Suite 290
Irvine, California 92612

Berg & Berg Enterprises, LLC
10050 Bandle Drive
Cupertino, California 95014

New York Life Insurance Company
51 Madison Avenue, Room 3009
New York, New York 10010

Thomas J. Quinn
5760 Harwood Court
Los Gatos, California 95032

Bernard V. & Theresa S. Vonderschmitt
Joint Declaration of Trust DTD 1/04/96
510 Mendel Lane
Jaspar, Indiana 47546

David Tarpley
c/o PDF/Solutions
333 West San Carlos Street, Suite 700
San Jose, California 95110

Larry (Minoru) Yoshida
c/o Innotech Corporation
3-17-6 Shin-Yokohama
Kouhoku-Ku, Yokohama-Shi
Kanagawa
Japan 222-8580

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of December 2, 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]

11/25/03 TUE 17:52 FAX


GYRATION

011

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

COMPANY:

GYRATION, INC.

By: 
Name: THOMAS J. QUINN
Title: CEO

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

19012/00029/DOCS/1386088.3

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.

By: _____

Name: _____

Title: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: RayName: RASHAN NANA ASHANTTitle: SR. VICE PRESIDENT

HUNTINGTON TECHNOLOGY FUND, LP

By: _____

Name: _____

Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____

Name: _____

Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____

Name: _____

Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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Nov.25. 2003 3:10PM HUNTINGTON VENTURES 949 442 9992

No.8565 P. 6

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.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: A H B
Name: SCOTT BUREL
Title: Managing Partner

HUNTINGTON VENTURE PARTNERS, LLC

By: A H B
Name: SCOTT BUREL
Title: Managing Member

BERG & BERG ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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11/26/2003 14:55 FAX 4087251628

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B&B/MSW

004
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.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG BERG ENTERPRISES, LLC

By: Paul G. Berg
Name: _____
Title: Member

NEW YORK LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

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212 576 8340 TO 916509385200

P.04/05

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.

By: _____
Name: _____
Title: _____

SECURED PARTIES:

EXCELSIOR VENTURE PARTNERS III, LLC

By: _____
Name: _____
Title: _____

HUNTINGTON TECHNOLOGY FUND, LP

By: _____
Name: _____
Title: _____

HUNTINGTON VENTURE PARTNERS, LLC

By: _____
Name: _____
Title: _____

BERG & BERG ENTERPRISES, LLC

By: _____
Name: _____
Title: _____

NEW YORK LIFE INSURANCE COMPANY

By: NYNCAAP Manager LLC, its Investment Manager

By: James M. Barker VName: James M. Barker VTitle: Vice President

[Signature]
11/25/03

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GYRATION

010

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: 

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: _____

Name: _____

Title: _____

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: _____

[Signature Page to Intellectual Property Security Agreement]

1901200029/DOCS/1386088.3

COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: Bernard V. Vonderschmitt

Name: Theresa S. Vonderschmitt

Title: TRUSTEES OF THE TRUST

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: _____

(Signature Page to Intellectual Property Security Agreement)

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COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

**BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96**

By: _____

Name: _____

Title: _____

DAVID TAPLEY

By:  _____

LARRY (MINORU) YOSHIDA

By: _____

03-11-26;03:35PM;イノテック(株)14F

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COMPANY:

SECURED PARTIES:

THOMAS J. QUINN

By: _____

BERNARD V. & THERESA S. VONDERSCHMITT
JOINT DECLARATION OF TRUST DTD 1/04/96

By: _____

Name: _____

Title: _____

DAVID TARPLEY

By: _____

LARRY (MINORU) YOSHIDA

By: 

[Signature Page to Intellectual Property Security Agreement]

19012000029/DOCS/1380058.3

Schedule 1**Patent Collateral**

<u>Description</u>	<u>Registration or Application Number</u>	<u>Registration or 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
Gyroscopic Pointer and Method	Pending Application No. 09/642,250	Filing Date: October 12, 2000
Vibratory Rate Gyroscope and Method of Assembly	European Patent Application No 97907540.5	PCT Application Date: January 24, 1997
Vibratory Rate Gyroscope and Method of Assembly	Japan Patent Number 3122142	October 20, 2000
Multimedia User Interface	Pending Application No. 10/428,600	Filing Date: 05/01/2003

Schedule 2**Trademark Collateral**

<u>Description</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>
GYRATION	U.S. App. No. 76,364,909	January 31, 2002
GYRATION logomark (design only)	U.S. App. No. 76,364,908	January 31, 2002
GYROPOINT	U. S. Reg. No. 1,794,145	September 21, 1993
GYROPOINT	S. Korean Reg. No. 384,960	December 2, 1997
GYROPOINT	Taiwan Reg. No. 748,961	February 16, 1997
GYROPOINT	PRC (China) Reg. No. 1,078,338	August 14, 1997
GYROPOINT	CTM Reg. No. 265,421	July 6, 1998