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3/4/04



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Form PTO-1595

(Rev. 03/01)

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

Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Blue29 Corporation
1252 Orleans Drive
Sunnyvale, California 94089-1137

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name

☐ Other _____Execution Date: March 1, 2004

2. Name and address of receiving party(ies)

Name: KT Venture Group, L.L.C.Internal
Address: _____Street Address: 160 Rio RoblesCity: San Jose State: CA Zip: 95134-1809Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application,

the execution date of the application is: _____

B. Patent No.(s)

A. Patent Application No.(s)

SEE ATTACHED LIST

Additional number(s) attached ☒ Yes ☐ No

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

Name: Michael Bevilacqua, Esquire
Internal Address: Hale and Dorr LLP
Street Address: 60 State Street
City: Boston State: Massachusetts Zip: 02109

6. Total number of applications and patents involved:

13

7. Total fee (37 CFR 3.41).....\$ 520.00

☐ Enclosed
☒ Authorized to be charged to deposit account

Pck

8. Deposit account number:

08-0219

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Bevilacqua, Esquire

Name of Person Signing

Signature

March 4, 2004

Date

Hale and Dorr LLP Attorney Reference Number: 113.811.121

Total number of pages including cover sheet, attachments, and document: 12

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

Please return to Mike Bevilacqua via facsimile @

617-526-5000

BOSTON 1863689v1

PATENT
REEL: 014447 FRAME: 0532

CH \$520.00 080219 10462167

Exhibit "B"
 attached to that certain
 Intellectual Property Security Agreement dated March 1, 2004.

PENDING PATENT APPLICATIONS

PATENT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING
METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY	10/462,167	6/16/03
METHODS FOR MAKING AND PROCESSING DIFFUSION BARRIER LAYERS	10/462,343	6/16/03
MICROELECTRONIC FABRICATION SYSTEM COMPONENTS AND METHOD FOR PROCESSING A WAFER USING SUCH COMPONENTS	10/462,180	6/16/03
MULTI-STAGED HEATING SYSTEM FOR FABRICATING MICROELECTRONICS	10/624,397	7/22/03
METHOD OF COPPER PLANARIZATION ON SEMICONDUCTOR SUBSTRATE	60/401,997	8/8/02
ALKALINE METAL-FREE SOLUTION FOR ELECTROLESS DEPOSITION OF Co(W,P) BARRIER/CAPPING LAYER FOR INTERCONNECT APPLICATIONS	60/401,948	8/8/02
APPARATUS AND METHOD FOR ELECTROLESS DEPOSITION OF MATERIALS ON SEMICONDUCTOR SUBSTRATES	10/103,015	3/22/02
METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK	10/242,331	9/13/02
METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK	PCT/US03/26698	8/26/03
TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS	10/247,895	9/20/02
TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS	PCT/US03/26697	8/26/03
SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM	10/299,069	11/19/02
METHOD OF ELECTROLESS DEPOSITION OF THIN METAL AND DIELECTRIC FILMS WITH TEMPERATURE CONTROLLED STAGES OF FILM GROWTH	10/299,070	11/19/02

BOSTON 1863728v1

Execution Copy**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of March 1, 2004, between KT Venture Group, L.L.C. ("Lender") and Blue29 Corporation, a California corporation ("Grantor").

RECITALS

A. Lender has agreed to make a certain advance of money to Grantor (the "Loan") in the amount and manner set forth in that certain Convertible Loan and Security Agreement between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Lender is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Collateral which constitutes intellectual property (including without limitation those copyrights, patents and trademarks and/or related applications listed on Exhibits A, B and C hereto), together with all goodwill of the business symbolized by the trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies

provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

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

Address of Grantor:

1252 Orleans Drive
Sunnyvale, California 94089-1137

GRANTOR:

BLUE29 CORPORATION

By: Ratson Moral
Name: RATSON MORAL
Title: PRESIDENT & CEO

Address of Lender:

160 Rio Robles
San Jose, California 95134-1809

LENDER:

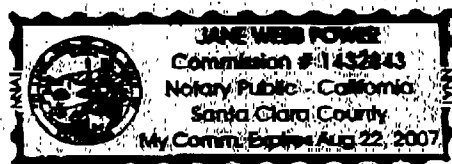
KT VENTURE GROUP, L.L.C.

By: _____
Name:
Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

The foregoing instrument was acknowledged this 1st day of March, 2004 by
RAISON MORAD, the PRESIDENT & CEO of Blue29 Corporation (the "Grantor"), to
be his free act and deed in said capacity and the free act and deed of the Grantor, on behalf of
said Grantor, before me,



Jane Webb Power
Notary Public
My commission expires: Aug 22, 2007

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged this 1st day of March, 2004 by
_____, the _____ of KT Venture Group, L.L.C. (the
"Lender"), to be his free act and deed in said capacity and the free act and deed of the Lender, on
behalf of said Lender, before me.

Notary Public
My commission expires: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

GRANTOR:

Address of Grantor:

BLUE29 CORPORATION

1252 Orleans Drive
Sunnyvale, California 94089-1137

By: _____

Name:

Title:

LENDER:

Address of Lender:

KT VENTURE GROUP, L.L.C.

160 Rio Robles
San Jose, California 95134-1809

By: _____

Name: Robert Lee

Title: General Partner

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

BOSTON 1845432v2

PATENT
REEL: 014447 FRAME: 0538

STATE OF CALIFORNIA
COUNTY OF _____

The foregoing instrument was acknowledged this 27th day of February, 2004 by _____, the _____ of Blue29 Corporation (the "Grantor"), to be his free act and deed in said capacity and the free act and deed of the Grantor, on behalf of said Grantor, before me,

Notary Public
My commission expires:

STATE OF CALIFORNIA
COUNTY OF ~~SAN FRANCISCO~~ Santa Clara

The foregoing instrument was acknowledged this ^{1st} ~~27th~~ day of ^{March} ~~February~~, 2004 by Robert Lee, the General Partner of KT Venture Group, L.L.C. (the "Lender"), to be his free act and deed in said capacity and the free act and deed of the Lender, on behalf of said Lender, before me,



Kerry Robison
Notary Public
My commission expires: 9/3/04

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

BOSTON 1845432v2

PATENT
REEL: 014447 FRAME: 0539

Exhibit "A"
attached to that certain
Intellectual Property Security Agreement dated March 1, 2004.

COPYRIGHTS

ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE

PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION

Exhibit "B"
 attached to that certain
 Intellectual Property Security Agreement dated March 1, 2004.

PATENTS

Patent Description	Docket Number	Country	Serial No.	Filing Date	Status

PENDING PATENT APPLICATIONS

PATENT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING
METHODS AND A SYSTEM FOR PROCESSING A MICROELECTRONIC TOPOGRAPHY	U.S. Serial No. 10/462,167	6/16/03.
METHODS FOR MAKING AND PROCESSING DIFFUSION BARRIER LAYERS	U.S. Serial No. 10/462,343	6/16/03
MICROELECTRONIC FABRICATION SYSTEM COMPONENTS AND METHOD FOR PROCESSING A WAFER USING SUCH COMPONENTS	U.S. Serial No. 10/462,180	6/16/03
MULTI-STAGED HEATING SYSTEM FOR FABRICATING MICROELECTRONICS	U.S. Serial No. 10/624,397	7/22/03
METHOD OF COPPER PLANARIZATION ON SEMICONDUCTOR SUBSTRATE	U.S. Serial No. 60/401,997	8/8/02
ALKALINE METAL-FREE SOLUTION FOR ELECTROLESS DEPOSITION OF Co(W,P) BARRIER/CAPPING LAYER FOR INTERCONNECT APPLICATIONS	U.S. Serial No. 60/401,948	8/8/02
APPARATUS AND METHOD FOR ELECTROLESS DEPOSITION OF MATERIALS ON SEMICONDUCTOR SUBSTRATES	U.S. Serial No. 10/103,015	3/22/02
METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK	U.S. Serial No. 10/242,331	9/13/02

METHOD AND APPARATUS FOR ELECTROLESS DEPOSITION WITH TEMPERATURE-CONTROLLED CHUCK	PCT Application No. PCT/US03/26698	8/26/03
TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS	U.S. Serial No. 10/247,895	9/20/02
TEMPERATURE-CONTROLLED SUBSTRATE HOLDER FOR PROCESSING IN FLUIDS	PCT Application No. PCT/US03/26697	8/26/03
SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM	U.S. Serial No. 10/299,069	11/19/02
SPATIALLY-ARRANGED CHEMICAL PROCESSING SYSTEM	PCT Application No. Unknown	11/18/03
METHOD OF ELECTROLESS DEPOSITION OF THIN METAL AND DIELECTRIC FILMS WITH TEMPERATURE CONTROLLED STAGES OF FILM GROWTH	U.S. Serial No. 10/299,070	11/19/02
METHOD OF ELECTROLESS DEPOSITION OF THIN METAL AND DIELECTRIC FILMS WITH TEMPERATURE CONTROLLED STAGES OF FILM GROWTH	PCT Application No. Unknown	11/18/03
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METHOD OF COPPER PLANARIZATION ON SEMICONDUCTOR SUBSTRATE	U.S. Serial No. 60/401,997	8/8/02

Exhibit "C"
attached to that certain
Intellectual Property Security Agreement dated March 1, 2004.

TRADEMARKS

MARK	COUNTRY	SERIAL NO.	FILING DATE	STATUS

PENDING TRADEMARK APPLICATIONS

TRADEMARK DESCRIPTION	APPLICATION NUMBER	DATE OF FILING
CuSeal	78/264979	6/20/03
Electroless Deposition Solutions	78/264986	6/20/03