

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	11/12/2004
CONVEYING PARTY DATA	
Name	Execution Date
QualMark Corporation	11/12/2004
RECEIVING PARTY DATA	
Name:	Partners for Growth, L.P.
Street Address:	560 Mission St., Third Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	5365788
Patent Number:	5412991
Patent Number:	5540109
Patent Number:	5517857
Patent Number:	5589637
Patent Number:	5813541
Patent Number:	5836202
Patent Number:	5744724
Patent Number:	6062086
Patent Number:	6112596
Patent Number:	6105433
Patent Number:	6434954
CORRESPONDENCE DATA	

OP \$480.00 5365788

Fax Number: (415)358-4780

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: bg2@greenspan.org

Correspondent Name: Benjamin Greenspan, Esq.

Address Line 1: 620 Laguna Road

Address Line 4: Mill Valley, CALIFORNIA 94941

NAME OF SUBMITTER:

Benjamin Greenspan

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 8, 2004 by and between **PARTNERS FOR GROWTH, L.P. ("PFG")** and Qualmark Corporation, a Colorado corporation ("Grantor"), with reference to the following facts:

A. PFG and Grantor are parties to that certain Loan and Security Agreement dated as of November [11], 2004 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks,

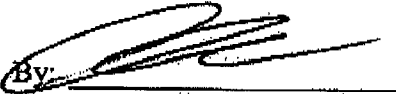
software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

Address of Grantor:

QUALMARK CORPORATION

4580 Florence Street
Denver, CO 80238

By: 

Title: CEO

Address of PFG:

PARTNERS FOR GROWTH, L.P.

560 Mission Street, 3rd floor
San Francisco, CA 94105

By: _____

Title: _____

SCHEDULE A

Trademarks

File No.	Type	Country	Date Filed	Ser./App. No.	Issued Date	Term Length	Expiration Date	Patent/Trademark Number	Status	Class
80006-030	Trademark	U.S.	03/14/96	75/072,947	2/25/1997			2,040,369	Registered	9
80006-033	Trademark	U.S.	03/30/98	75/459,018	4/11/2000			2,339,772	Registered	9
80006-047	Trademark	U.S.	03/15/96	75/073,262	5/20/1997			2,064,227	Registered	42
80006-048	Trademark	U.S.	10/17/98	75/183,075	7/8/1997			2,077,178	Registered	42
80006-088	Trademark	U.S.	04/04/96	75/083,850	2/11/1997			2,037,258	Registered	41,42
80006-122	Trademark	European	09/30/98	000971416	4/17/2000	8 YR.		000971416	Registered	
Q001.23j-002	Trademark	Japan	11/04/98	10-94627				4469441		9
Q001.23j-003	Trademark	Japan	11/04/98	10-94628				4425468		9
Q001.23j-004	Trademark	Japan	04/10/00	037684						42
Q001.23t-002	Trademark	Taiwan	10/28/98	87051932						9
Q001.23t-003	Trademark	Taiwan	10/28/98	87051931				938762		9

PATENT

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SCHEDULE B

Patents and Patent Applications

Patent/Trademark Number	Type	Country	Date Filed	Ser./App. No.	Issued Date	Term Length	Status
US5535788	Patent	U.S.	08/27/92	07/950,631	11/22/1994	17 YR.	Issued
US5412991	Patent	U.S.	07/23/93	08/097,282	5/9/1995	17 YR.	Issued
US5540109	Patent	U.S.	11/05/92	07/972,162	7/30/1996	20 YR.	Issued
US5517857	Patent	U.S.	11/22/94	08/344,543	5/21/1996	17 YR.	Issued
US5589837	Patent	U.S.	11/22/94	08/344,544	12/31/1996	20 YR.	Issued
US5813541	Patent	U.S.	05/01/95	08/838,400	9/29/1998	20 YR.	Issued
US5836202	Patent	U.S.	05/19/97	08/858,124	11/17/1998	20 YR.	Issued
US5744724	Patent	U.S.	03/01/90	08/855,132	4/28/1998	20 YR.	Issued
US6062086	Patent	U.S.			5/16/2000		Issued
US6112596	Patent	U.S.			9/5/2000		Issued
US6105433	Patent	U.S.			8/22/2000		Issued
US6112596	Patent	U.S.			9/5/2000		Issued
US6434954	Patent	U.S.			8/20/2002		Issued
	Patent	U.S.	09/28/04	10/953996			Filed
	Patent	U.S.					Pending

SCHEDULE C

Copyrights

Description	Filed Date	Registration Date	Registration #
QualMark Corporation Seminar Material	9/28/2003	10/28/2003	TX-5-803-774
QualMark Corporation Q-Linc Software	9/2/2004	pending	pending
QualMark Corporation OVS Manager 4.0	9/2/2004	pending	pending