

RECORDATION FORM COVER SHEET PATENTS ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): Apex Microtechnology Corporation 5980 N. Shannon Road Tucson, Arizona 85741-5230 Execution Date(s) <u>May 23, 2005</u> 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>Comerica Bank</u> Internal Address: _____ Street Address: <u>Phelps Dodge Towers</u> <u>One North Central Avenue, Suite 1000, 10th Floor</u> City: <u>Phoenix</u> State: <u>Arizona</u> Country: <u>United States of America</u> Zip: <u>85004-4469</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) PCT/US00/31298 filed 11/14/2000 60/661,751 filed 3/15/2005 60/661,753 filed 3/15/2005 60/661,754 filed 3/15/2005 B. Patent No.(s) 4,808,909 issued 2/28/1989 5,142,243 issued 8/25/1992 4,833,423 issued 5/23/1989 5,210,505 issued 5/11/1993 4,871,965 issued 10/3/1989 5,365,194 issued 11/15/1994 Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Rodney J. Fuller</u> Internal Address: _____ Street Address: <u>Fennemore Craig, P.C.</u> <u>3003 North Central Avenue, Suite 2600</u> City: <u>Phoenix</u> State: <u>Arizona</u> Zip: <u>85012</u> Phone Number: <u>602.916.5404</u> Fax Number: <u>602.916.5604</u> Email Address: <u>rfuller@fcclaw.com</u>	6. Total number of applications and patents involved: <u>12</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>480.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>060590</u> Authorized User Name <u>Rodney J. Fuller</u>
9. Signature: <u>Rodney J. Fuller</u> Rodney J. Fuller Name of Person Signing	<u>June 30, 2005</u> Date Total number of pages including cover sheet, attachments, and documents: <u>8</u>

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$480.00 060590 60661751

U.S. Patent Numbers

5,519,357 issued 5/21/1996

6,496,068 issued 12/17/2002

**RATIFICATION AND AMENDMENT OF SECURITY AGREEMENT
AND COLLATERAL ASSIGNMENT OF CONTRACTS**

THIS RATIFICATION AND AMENDMENT OF SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT OF CONTRACTS (this "Ratification") is given this 23rd day of May, 2005, by and between Apex Microtechnology Corporation, an Arizona corporation ("Debtor"), and Comerica Bank, a Michigan banking corporation, and its successors and assigns (the "Secured Party").

WHEREAS, pursuant to that certain Security Agreement and Collateral Assignment of Contracts, dated as of October 2, 2003 (the "Security Agreement"), given by Debtor to Secured Party, Debtor has granted to Secured Party a security interest in the collateral described in the Security Agreement. The security interest granted by Debtor to Secured Party in the Security Agreement secures the Debtor's payment and performance of all of the Obligations (as defined in the Security Agreement); and

WHEREAS, the Obligations include all of the obligations of Debtor under that certain Credit Agreement, dated as of October 2, 2003, as amended by the First Amendment to Credit Agreement, dated as of June 25, 2004 (collectively, the "Credit Agreement"), each by and between Debtor, as borrower, and Secured Party, as lender; and

WHEREAS, Debtor has requested that the Secured Party enter into that certain Amended and Restated Credit Agreement, dated as of the date hereof (the "Amended Credit Agreement"), which amends and restates the Credit Agreement in its entirety; and

WHEREAS, the Secured Party is not willing to enter into the Amended Credit Agreement unless and until Debtor executes and delivers this Ratification to Secured Party; and

WHEREAS, Debtor will receive financial and other benefits as a result of the Amended Credit Agreement, and therefore desires to execute and deliver this Ratification to Secured Party;

NOW THEREFORE, in light of the foregoing and to induce the Secured Party to enter into the Amended Credit Agreement, Debtor and Secured Party hereby agree and acknowledge as follows:

(a) The Security Agreement is in effect without modification or amendment as of the date hereof, is hereby ratified by Debtor, and shall remain in full force and effect following the execution of the Amended Credit Agreement by the parties thereto;

(b) The Security Agreement shall apply to, the Obligations (as defined in the Security Agreement) under the Security Agreement shall be amended to include without limitation, and the security interest granted by Debtor in the Security Agreement shall secure, all of the Obligations (as defined in the Amended Credit Agreement) of Debtor under the Amended Credit Agreement, including without limitation payment of all amounts to be paid by Debtor under Facility A, Facility B, Facility C and Facility D (each as defined in the Amended Credit Agreement); and

(c) Schedule A-2 to the Security Agreement is hereby amended and replaced with Schedule A-2 attached hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Debtor has executed this Ratification as of the date first set forth above.

DEBTOR:

APEX MICROTECHNOLOGY CORPORATION,
an Arizona corporation

By: Debbie Drysdale
Name: Debbie Drysdale
Title: President & CEO

SECURED PARTY:

COMERICA BANK, a Michigan banking
corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has executed this Ratification as of the date first set forth above.

DEBTOR:

APEX MICROTECHNOLOGY CORPORATION,
an Arizona corporation

By: Debbie Drysdale
Name: Debbie Drysdale
Title: President & CEO

SECURED PARTY:

COMERICA BANK, a Michigan banking
corporation

By: Heredith L. Russell
Name: Heredith L. Russell
Title: Arizona Regional President

SCHEDULE A-2**Trademarks/names, Copyrights and Patents and Logo****Trademark Registrations**

ITEM	APPL. DATE	REG. NO.	REG. DATE	DECLARATION OF USE DUE	RENEWAL DATE
* APEX MU TECH (Stylized)	03/11/1997	2,158,607	05/19/1998	05/19/2004	05/19/2008
APEX MICROTECHNOLOGY	03/11/1997	2,158,606	05/19/1998	05/19/2004	05/19/2008
* APEX MICROTECHNOLOGY (Stylized)	05/26/1998	2,372,020	08/01/2000	08/01/2006	08/01/2010

* Copy of mark attached.

Copyright Registrations

TITLE	FILE DATE	REG. DATE	REG. NO.
Power OP Amp Handbook	07/02/1985	07/05/1985	TX-1614815
Power Op Amp Handbook	10/08/1986	10/10/1986	TX-1928769
High Performance Amplifier Handbook	11/07/1989	12/05/1989	TX-2707154
Power Operational Amplifier PA30	05/15/1992	06/19/1992	TX-3347595
Apex Hybrid & IC Handbook	05/15/1992	06/01/1992	TX-3336015
Apex DC/DC Converters, HV & Power Amplifiers Data Book	03/11/1994	03/11/1994	TX-3748105
Apex Power Integrated Circuits Data Book Volume 7	03/20/1997	04/08/1997	TX-4498966
Apex Power Integrated Circuits Data Book Volume 8	05/18/1998	05/26/1998	TX-4785811
Apex Microtechnology Data Book Volume 8.5 CD-Rom		02/29/2000	TX-5132013
Power Integrated Circuits Data Book Volume 9		11/27/2000	TX-5342927

Patents Originally Granted to Apex Microtechnology Corporation

Patent Number	Issue Date	Title	Inventor's Name
4,808,909	02/28/1989	Bias Voltage & Constant Current Supply	Dennis Eddlemon
4,833,423	05/23/1989	Apparatus & Method for a Wide-Band Direct Coupled Transistor Amplifier	John Molloy
4,871,965	10/03/1989	Environmental Testing Facility for Electronic Components	Huber Elbert Gary March-Force
5,142,243	08/25/1992	Apparatus & Method for an Input Stage of an Operational Amplifier	Dennis Eddlemon
5,210,505	05/11/1993	Apparatus & Method for an Input Stage of an Operational Amplifier	Dennis Eddlemon
5,365,194	11/15/1994	Power Operational Amplifier Having Oscillation Limiter and Method Therefore	Bill Sands
5,519,357	05/21/1996	Biasing Arrangement for a Quasi-Complimentary Output Stage	Dennis Eddlemon
6,496,068	12/17/2002	Multi-Stage Amplifier Circuit	Dennis Eddlemon

Domain Names

The domain name apexmicrotech.com is registered by Borrower, registrar is Network Solutions, LLC.

Non-Registered Intellectual Property

Borrower has the following pending and foreign patent applications, copyrights and technology in process:

1. International Application Published Under the Patent Cooperation Treaty (PCT), World Intellectual Property Organization, International Publication No. WO 01/37425 A1, International Application No. PCT/US00/31288, published May 25, 2001, filed November 14, 2000, for a multi-stage amplifier circuit; International Search Report, dated January 31, 2001, for documents considered relevant to claim No. 1-40 of International Application No. PCT/US00/31288.
2. Borrower has the following three pending patent applications:
 - (a) APX002P TAILORED Vbe MULTIPLIER, serial number not yet received
 - (b) APX003P MONOLITHIC POWER AMPLIFIER, serial number not yet received
 - (c) APX004P HIGH VOLTAGE CMOS H-BRIDGE GATE DRIVE POWER SUPPLIES serial no. 60/661,754
3. Borrower is preparing to file a copyright application for "Power Integrated Circuits Data Book Vol. 12."
4. Borrower has the following technology in process:
 - (a) "Current Source Method"
 - (b) "Current Monitor for High Voltage Driver"

No other non-registered intellectual property rights material to the conduct of the business of Borrower.