

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ageia Technologies, Inc.	08/10/2005
RECEIVING PARTY DATA	
Name:	Hercules Technology Growth Capital, Inc.
Street Address:	525 University Avenue, Suite 700
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	60658602
Application Number:	60678815
Application Number:	11193531
CORRESPONDENCE DATA	
Fax Number:	(650)849-4800
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508494481
Email:	maritza.kidd@bingham.com
Correspondent Name:	David T. Burse
Address Line 1:	Three Embarcadero Center
Address Line 2:	Bingham McCutchen LLP
Address Line 4:	San Francisco, CALIFORNIA 94111-4067
NAME OF SUBMITTER:	David T. Burse

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Total Attachments: 7
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PATENT SECURITY AGREEMENT

This Agreement dated the 10th day of August, 2005, between Ageia Technologies, Inc., a Delaware corporation, with its chief executive office and principal place of business located at 82 Pioneer Way, Mountain View, CA 94041 ("Grantor"), and Hercules Technology Growth Capital, Inc., a Maryland corporation, with its chief executive office and principal place of business located at 525 University Ave., Suite 700, Palo Alto, CA 94301 ("Secured Party").

RECITALS

- A. Grantor owns the Patents (as defined in the Loan Agreement (as defined below)) and Patent applications listed on and attached as Schedule 1 hereto;
- B. Grantor and Secured Party are parties to a Senior Loan and Security Agreement dated as of August 10, 2005 and all ancillary documents entered into in connection with such Senior Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement");
- C. Pursuant to the terms of the Loan Agreement Grantor has granted to Secured Party a first priority security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's Patents and Patent Licenses (as defined in the Loan Agreement), whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of the Secured Obligations;
- D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein, Grantor agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants, and conveys to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to, whether presently existing or hereafter arising or acquired, the Patents and Patent Licenses, including those listed on Schedule 1 hereto (as may be amended from time to time), including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof).

2. Grantor represents, warrants and covenants that:

- a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, except for Permitted Liens;
- b) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

- c) To the best of Grantor's knowledge, each of the Patents is valid and enforceable; and
- d) Grantor has the unqualified right to enter into this Agreement and perform its terms.

3. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor's Patents (for example, a license agreement) which is inconsistent with Grantor's obligations under this Agreement, without Secured Party's prior written consent; provided, that so long as no Default or Event of Default shall have occurred and be continuing, Grantor may grant licenses to third parties to use the Patents in the ordinary course of business of both Grantor and such third party on arm's length and customary business terms.

4. If, before the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any Patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give to Secured Party prompt notice thereof in writing.

5. Grantor authorizes Secured Party to unilaterally modify this Agreement by amending Schedule 1 to include any future Patents which are Patents under paragraph 1 or paragraph 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations (other than inchoate indemnity obligations) shall be paid over to Grantor. Notice of any sale or other disposition of the Patents shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, after and during the continuance of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Secured Party to, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. At such time as Grantor shall completely satisfy all of the Secured Obligations (other than inchoate indemnity obligations), this Agreement shall terminate and Secured Party shall execute and deliver to Grantor all terminations or other instruments as may be necessary or proper to terminate the security interest granted herein and to terminate Grantor's obligations hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest applicable Default Rate.

10. Grantor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any Patent applications pending as of the date of this Agreement or thereafter until the Secured Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make application on unpatented but patentable inventions and to preserve and maintain all rights in Patents, including, without limitation, the payment of all maintenance fees, provided, that if Grantor in its good faith and reasonable business judgment deems it to be in its best interest to abandon such applications or registrations, then Grantor may do so. Any expenses incurred in connection with such an application shall be borne by Grantor.

11. Grantor shall have the right to bring suit in its own name if, while exercising good faith and reasonable business judgment, Grantor determines it is prudent, and to join Secured Party, if necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable attorneys' fees incurred by Secured Party, in accordance with the Loan Agreement.

12. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Secured Party's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement or any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

16. This Agreement shall be binding upon Grantor and Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of Grantor, Secured Party and the respective permitted successors and assigns of Grantor and Secured Party.

17. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California.

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WITNESS the execution hereof under seal as of the day and year first above written.

AGEIA TECHNOLOGIES, INC.

By: *M. Agre*
Name: MANJIV AGRÉ
Title: CEO

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____
Name: Scott Harvey
Title: Chief Legal Officer

WITNESS the execution hereof under seal as of the day and year first above written.

AGEIA TECHNOLOGIES, INC.

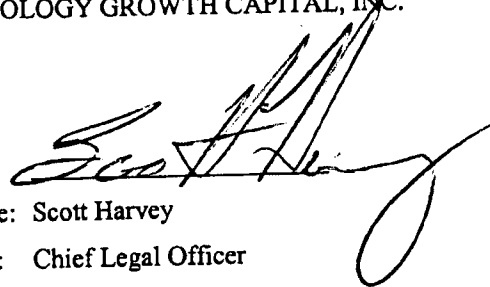
By: _____

Name: _____

Title: _____

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:

A handwritten signature in black ink, appearing to read "Scott Harvey", written over a horizontal line.

Name: Scott Harvey

Title: Chief Legal Officer

SCHEDULE 1 TO
PATENT COLLATERAL ASSIGNMENT

A. PATENTS AND PATENT APPLICATIONS:

Patent		
AGEIA-013 Embedded Callbacks	Method for providing callbacks in an asynchronous or parallel physics simulation is described.	US: Provisional patent filed 3/7/05, Serial #60/658,602 PCT: N/A TW: N/A
AGEIA-014 Geometric Deformations	A new approach for simulating deformable objects using geometric shape matching for parallel interactive simulation is described.	US: Provisional patent filed 5/9/05, Serial #60/678,815 PCT: N/A TW: N/A
AGEIA-015 Screen-space surfaces	Method generating a three-dimensional (3D) surface defined by a boundary of a 3D point cloud. The method comprises generating density and depth maps from the 3D point cloud, constructing a 2D mesh from the depth and density maps, transforming the 2D mesh into a 3D mesh, and rendering 3D polygons defined by the 3D mesh.	US: Patent filed 8/1/05, #11/193,531 PCT: N/A TW: N/A