OP \$120.00 644(

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
Micro-ASI, Inc.	04/26/2001

RECEIVING PARTY DATA

Name:	Eaglestone Investment Partners I, L.P.		
Street Address:	400 Oceangate		
Internal Address:	Suite 1125		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90802		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6440771
Patent Number:	6927593
Application Number:	09738193

CORRESPONDENCE DATA

Fax Number: (214)363-8177

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

Phone: 214-750-5666

Email: lawrence@dy-iplaw.com
Correspondent Name: Lawrence R. Youst

Address Line 1: 5910 North Central Expressway
Address Line 2: Premier Place Suite 1450
Address Line 4: Dallas, TEXAS 75206

ATTORNEY DOCKET NUMBER:	1384-0001		
NAME OF SUBMITTER:	Lawrence R. Youst		

PATENT REEL: 016835 FRAME: 0032

500062919

Total Attachments: 10
source=Eaglestone Security Agreement#page1.tif
source=Eaglestone Security Agreement#page2.tif
source=Eaglestone Security Agreement#page3.tif
source=Eaglestone Security Agreement#page4.tif
source=Eaglestone Security Agreement#page5.tif
source=Eaglestone Security Agreement#page6.tif
source=Eaglestone Security Agreement#page7.tif
source=Eaglestone Security Agreement#page8.tif
source=Eaglestone Security Agreement#page9.tif
source=Eaglestone Security Agreement#page9.tif

PATENT REEL: 016835 FRAME: 0033

r www.teitFP.ac	- CON	TEMENT — FOLLOW I remembed for fitting pureount to the gardent exceptions, for 8 years & ACT AT PILES (optional) the and Histing Address)	NBTRUCTIONS Uniform Comme om date of Myso. B. FILING OF	CAREFULLY rotal Code FICE ACCT. II (optional)	Tex		retary	of Sta	te
3000 Ti 1601 Ei Dallas,	unks; m Sm Texas			-7 	ļ		0 7 7 2	9 2 -	
DEBTORSEX	CTFU	Applicable: LESSONALESSEE LLEGAL NAME - Insert only or			0				
Micro-ASI	Inc.								
18. MONTOURLE	LASTN	ALME		PHOTOMAS		MOOLE	HAME		BLIFFIX
MAILING ADDRES	-			Dallas	/-11/1	STATE	COLWITTY	POSTALO	ooe
i, 5.8, OR TAX ID.#		DECSEWAY, SUITO 1000 OPTIONAL IN TYPE OF EN ADDIVE MED RE JEHTITY DESTOR		IT. ENTITY ESTATE OR COUNTRY OF ORGANIZATION		19. EVIII	YS ORGANIZ	75243 Anovalio	ut, Harry
ADDITIONAL DE		S EXACT FIXE LEGAL NAME	- Intertonly one	sebtor name (Za or Zb)					
R 25. NOMOUAL		alim		FIRST NAME		MODULE	VA.022		BUFFOL
and ben's till to the	, Long P					1			a,yrv.
a. MAHLING ADORES				City		STATE	COUNTRY	POSTAL C	006
d, 8.6. OR TAX LD.		OPTIONAL 28. TYPE OF EN	mry	MENTILY BATATE OR COUNTRY OF JORGANIZATION		20. ENT	TYTE CHOWNE	ATRONALIS	
SECURED PA	TYS	ENTITY DESTOR	SIGNEE) EXACT		rt only one occure	d party nem	e (3e or 3b)		
SA, ENTITYS NA	-	ment Partners I, L.P.							
A SPERIORE SE	LASTA	AND		FIREY NAME		MIXXLE	WE		EUFFIX
C MAKING ADORES		**********		777		BTATE	COUNTRY	POSTAL C	OOE
100 Occangate		1125 (Tecres the following types or finite		Long Beach		CA		90802	
Sec exhibit	'A" 81	tached hereto for collate:	ға осыстірію	.					

REEL: 016835 FRAME: 0034

EXHIBIT A To Financing Statement (Micro-ASI, Inc. as Debtor)

Micro-ASI, Inc., a Texas corporation ("Debtor"), hereby assigns and grants to Eaglestone Investment Partners I, L.P., as Agent for lenders ("Secured Party"), pursuant to that certain Micro-ASI, Inc. Bridge Security Agreement dated April __, 2001 (as amended from time to time, the "Security Agreement"), a continuing security interest in and to all right, title and interest of Debtor in the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (a) Accounts. All of the Debtor's accounts, whether now existing or existing in the future, including, without limitation (i) all accounts receivable (whether or not specifically listed on schedules furnished to the Secured Party), including, without limitation, all accounts created by or arising from all of the Debtor's sales of goods or rendition of services made under any of the Debtor's trade names, or through any of its divisions, (ii) all unpaid seller's rights (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (iii) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (iv) all reserves and credit balances held by the Debtor with respect to any such accounts receivable or account debtors, (v) all letters of credit, guarantees or collateral for any of the foregoing and (vi) all insurance policies or rights relating to any of the foregoing (all of the foregoing property being hereinafter referred to as "Accounts");
- (b) <u>Inventory</u>. All of the Debtor's presently existing or hereafter acquired inventory including, without limitation: (i) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in the Debtor's business, wherever located and whether in the possession of the Debtor or any other Person; (ii) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service, wherever located and whether in the possession of the Debtor or any other Person; and (iii) all goods returned to or repossessed by the Debtor (all of the foregoing property being hereinafter referred to as "Inventory");
- (c) Intangibles. All of the Debtor's presently existing and future general intangibles and all other intangible or proprietary rights (including, specifically, any and all choses or things in action, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, business names, service marks, licenses, copyrights, copyright applications, literary and intellectual property rights, computer programs, software, registration and franchise rights described in that certain Patent and Trademark Security Agreement of even date with, and among the parties to, the Security Agreement, as the same may be amended from time to time, and, in each case, all goodwill associated therewith), and all instruments, securities, credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, certificates of deposit, warehouse receipts, bills of lading, books and records, leases, deposit accounts, money, tax refunds, tax refund claims, rents, contract rights, and other rights (including all rights to the payment of money) (all of the foregoing property being hereinafter referred to as "Intangibles");

DALLAS 1003919v1

- equipment, including, without limitation, machinery, equipment, office equipment and supplies, computers (including mainframe processors and remote terminals) and related equipment, furniture, furnishings, fixtures, parts, tools, tooling, jigs, dies, manufacturing implements, motors, fork lifts, trucks, trailers, motor vehicles, and other equipment (all of the foregoing property being hereinafter referred to as "Equipment");
- (e) <u>Fixtures</u>. All of the Debtor's fixtures which are now or hereafter located on or affixed to real property or used or useful in the operation or use of real property or any use or occupancy thereof or the construction of any improvements thereon, including, without limitation, any and all phone, heating, lighting, plumbing, ventilation, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuums, window washing and other cleaning and building service systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances and garbage and pest control systems (all of the foregoing property being hereinafter referred to as "Fixtures");
- After-acquired Collateral and Proceeds. The Collateral includes all right, (f) title and interest of the Debtor in all items described in the preceding clauses (a) through (e), whether now owned or hereafter at any time acquired by the Debtor and wherever located, or as to which the Debtor may have any right or power, and includes all replacements, additions, accessions, improvements, substitutions, repairs, proceeds and products relating thereto or therefrom, and all documents, ledger sheets, computer programs, disc or tape files, printouts and files of the Debtor relating thereto. Proceeds hereunder include (i) whatever is now or hereafter received by the Debtor upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute Inventory, Accounts, accounts receivable, Intangibles, instruments, securities (including, without limitation, United States of America Treasury Bills), credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, certificates of deposit, warehouse receipts, bills of lading, leases, deposit accounts, money, tax refund claims, contract rights, goods or Equipment, (ii) any such items which are now or hereafter acquired by the Debtor with any proceeds of Collateral hereunder and (iii) any insurance now or hereafter payable by reason of loss or damage to any item of Collateral or any proceeds thereof.

FINANCING STATEMENT — FOLLOW INSTRUCTIONS CAREFULLY THE FRANCE PROPERTY WITH THE PROPERTY OF T			This space for use of filing officer		PILING OFFICER
Texas Secretary of State FILED Texas Table ("Chip" Building Assistance of Texas Secretary of State Texas Secretary of State Texas Secretary of State FILED Texas Table ("Chip" Building Assistance of Texas Secretary of State Texas Secretary of State Texas Secretary of State Texas Secretary of State FILED Texas Table ("Chip" Building Assistance of Texas Secretary of State Texas Secretary of State FILED Texas Table ("Chip" Building Assistance of Texas Secretary of State Texas Secretary of State FILED Texas Secretary of State Texas Secretary of State FILED Texas			0	1-07	7293
Grantier Wynne Sewell LLP 3000 Thanksgiving Tower 1601 Elan Street Dallas, Texes 73201 Attn: Breat ("Capit") Bundick Loophous, Essandion reviewell [Lean Street Loophous Control Loo	This Financing Mislament is presented for filing principle to the and will remain effective, with centen exceptions, for 5 years from	Uniform Commercial Code in date of films		Secret	ary of State
3.000 Thanksgiving Tower 1601 Ella Steet Dallas, Texas 75201 Attn: Brent ("Chip") Bundick Lessonation Personation Lessonation Lessonation Construction Constr	C. RETURN COPY TO: (Name and Making Address)			FILE	≣D
T. DESTYNAME MICRO-ASI, Inc. MICRO-ASI, Inc. MICRO-ASI, MICR	3000 Thankagiving Tower 1601 Elm Street Dallas, Texas 75201 Attn: Brent ("Chip") Bundick			. ?	
TILL SHIPPS MAKE MICHO-SAS, INC. TILL REPORT REPORTS WAYS, STITLE 1000 Dallas TX 75243 TX 752			······································		
TIL REMODULS LAST NUME COUNTY STATE COUNTY POSTAL CODE	THE ENTITY'S HAME	Monte sanish tan on say			
TEMBRIDA ACCRESS TO A CONTRACT DESCRIPTION DESIGNATION DESIGNATION OF THE TOTAL ASSIGNED EXACT FULL LEGAL NAME - based only one secured party name (\$6 or 30) SECURIED PARTY'S ORIGINAL SPACE FUND OR ASSIGNED EXACT FULL LEGAL NAME - based only one secured party name (\$6 or 30) SECURIED PARTY'S ORIGINAL SPACE FUND OR ASSIGNED EXACT FULL LEGAL NAME - based only one secured party name (\$6 or 30) SECURIED PARTY'S (ORIGINAL SPACE) PARTY'S (ORIGI	on!	Thost was	Tury E	de-	BUSEOX
TX 75243 TX 752	IP HINTING COLL HOME	The state of the s			
12.00 (Fig. 2) The proposal of the property of		1	1	COUNTRY	1
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - heart only one debtor rame (2s of 2b) 22. ENTITYS HAVE OR 23. INDINICALIS LAST HAVE FIRST NAME FIRST NAME FIRST NAME FIRST NAME FIRST NAME ADDITIONAL DESCRIPTION COPPONAL DESCRIPTION DESCRI	12655 N. Central Expressway, Suite 1000			YAOKIANZ	1 \darkar \dar
2. ADDITIONAL DEBYOR'S EXACT FULL LEGAL NAME—Insert only one debter rame (2a or 2b) 22. EMITY'S NAME 23. INDIVIDUALS LAST NAME 24. C. G. OR TAX LLDS 25. C. G. OR TAX LLDS 26. C. G. TAX LLDS 27. OPPOMAL 28. EMITY'S ENTRY 29. INDIVIDUALS LAST NAME 29. INDIVIDUALS LAST NAME 20. C. G. OR TAX LLDS 20. C. G. TAX LLD	1d. 8.8, OR TAX LD.# OPTIONAL (IA, TYPE OF ENTI	CR COUNTRY OF IONGANIZATION	1		·
25. GG TAXLIDS GOTONAL DS. TYPE OF ENTITY 25. ENTITY 8 STATE 25. ENTITY BORDANGATON D. 26. GG TAXLIDS GOTONAL DS. TYPE OF ENTITY 25. ENTITY 8 STATE 25. ENTITY BORDANGATON D. 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured party name (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured (36 or 3b) 3. SECURED PARTY'S (ORIONAL SP OF 115 TOTAL ASSIGNES) EXACT FULL LEGAL NAME - breef only one secured (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY SOCIETY ORIONAL SP OF 115 TOTAL ASSIGNES (36 or 3b) 3. SECURED PARTY	21. ENTITYS NAME		I SUCCIMI	W.E	lourex
26. GR CN DARFHENNENDO BIATEMENT is surred by the Secured Party Personal of the Defeat to personal in secure the process of contracting the personal of the Defeat to personal in secure the personal of the	SP MINNEX STATE SAME				
3. SECURED PARTY'S (ORIONAL SP or ITS TOTAL ADSIGNEE) EXACT FULL LEGAL NAME - breast only one secured pury name (3s or 3b) Security in Mark Beginster on the process of the partners I, L.P., as Agent Security in Mark Security		1		1	
Egglestope Investment Partners I, L.P., as Agent So. Nonequal stat number So. Nonequal stat number So. Nonequal stat number So. Nonequal stat number Some partners in the state of the second partners in second property. Soe Exhibit "A" intrached bereto for collateral description. Soe Exhibit "A" intrached bereto for collateral description. Social Soc					
See Exhibit "A" attached hereto for collateral description.	34 ENTITY S NAME		y one secured party num	o (3e or 3b)	
See Exhibit "A" attached hereto for collateral description.	CR LA CONTRACT LAST HAVE	Agent Fristwas	(MOOLE)	WE	BUFFEX
4. This FRUNCING STATEMENT covers the leaving types or horse of property. See Exhibit "A" stracked hereto for collateral description. See Exhibit "A" str		1		Table a Book a	Towns (Cons
4. This FALLICHIA covers the following types or here of property: See Exhibit "A" straighed hereto for collisteral description. 5. CHECK This present of the property of the property of the period of security thereof the period of security thereof the period of the p	<u></u>	£		COUNTRY	1
See Exhibit "A" attached hereto for collateral description. 5. CRECK The PREAMING STATEMENT is sained by the Secured Party Instant of the Debar to perfect a security Interest (a) in content already subject to a security Interest (a) in content already subject to a security Interest (a) in content already subject to a security Interest (a) in content already subject to a security Interest (b) in securitation when it was brought less the security Interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest (b) in securitation when it was brought less the security interest of the security of the security interest (c) in securitation in the security interest (c) in securitation when it was brought less than a rectification of the security interest in security interest in security interest (c) in securitation in the security interest in security interest in security interest (c) in securitation in the Debar to perfect a security interest (c) in securitation when it was brought less than a security interest in security int	400 Oceangate, Suite 1125		- Lon		>000
(c) in command stready subject to a security interest in security provisions and provided provisions and provided in the provided in the provided provided in the provided provided in the pro	See Exhibit "A" anached hereto for collaters	al description.			
Micro-ASI, Inc. Micro-ASI, Inc. (S. Ciruck to REQUEST SEARCH CERTIFICATE(S) on Dabas(a) [ADDITIONAL FEE]	(it substances in the substance of the substance of (b) (b) (c) (c) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d		deta may be required]	Document stamp for Card STATE	Documentary stamp is peld last not applicable #ENT is to be fled (for record)
(3. CHINA TO REQUEST SEARCH CERTIFICATE(S) On Deblor(s)		cro-ASI, Inc.	Arrest Add	S) IN THE REAL ANGUM	ESTATE RECORDS (# scoleable)
	L. KANCO LA SALES	,	(ADDITIONAL FEE	÷	CERTIFICATE(5) on Deblor(e)
				Al De	tions Debtor 1 Debtor 2

REEL: 016835 FRAME: 0037

EXHIBIT A

To Financing Statement (Micro-ASI, Inc. as Debtor)

Micro-ASI, Inc., a Texas corporation ("Debtor"), hereby assigns and grants to Eaglestone Investment Partners I, L.P., as Agent for lenders ("Secured Party"), pursuant to that certain Micro-ASI, Inc. Bridge Security Agreement dated April ___, 2001 (as amended from time to time, the "Security Agreement"), a continuing security interest in and to all right, title and interest of Debtor in the following property, whether now owned or existing or hereafter acquired or arising and regardless of where located (all being collectively referred to as the "Collateral"):

- (a) Accounts. All of the Debtor's accounts, whether now existing or existing in the future, including, without limitation (i) all accounts receivable (whether or not specifically listed on schedules furnished to the Secured Party), including, without limitation, all accounts created by or arising from all of the Debtor's sales of goods or rendition of services made under any of the Debtor's trade names, or through any of its divisions, (ii) all unpaid seller's rights (including rescission, replevin, reclamation and stopping in transit) relating to the foregoing or arising therefrom, (iii) all rights to any goods represented by any of the foregoing, including returned or repossessed goods, (iv) all reserves and credit balances held by the Debtor with respect to any such accounts receivable or account debtors, (v) all letters of credit, guarantees or collateral for any of the foregoing and (vi) all insurance policies or rights relating to any of the foregoing (all of the foregoing property being hereinafter referred to as "Accounts");
- (b) <u>Inventory</u>. All of the Debtor's presently existing or hereafter acquired inventory including, without limitation: (i) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in the Debtor's business, wherever located and whether in the possession of the Debtor or any other Person; (ii) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service, wherever located and whether in the possession of the Debtor or any other Person; and (iii) all goods returned to or repossessed by the Debtor (all of the foregoing property being hereinafter referred to as "Inventory");
- (c) Intangibles. All of the Debtor's presently existing and future general intangibles and all other intangible or proprietary rights (including, specifically, any and all choses or things in action, patents, patent applications, trademarks, trademark applications, trade names, trade secrets, business names, service marks, licenses, copyrights, copyright applications, literary and intellectual property rights, computer programs, software, registration and franchise rights described in that certain Patent and Trademark Security Agreement of even date with, and among the parties to, the Security Agreement, as the same may be amended from time to time, and, in each case, all goodwill associated therewith), and all instruments, securities, credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, certificates of deposit, warehouse receipts, bills of lading, books and records, leases, deposit accounts, money, tax refunds, tax refund claims, rents, contract rights, and other rights (including all rights to the payment of money) (all of the foregoing property being hereinafter referred to as "Intangibles");

DALLAS 1003919v1

- (d) <u>Equipment</u>. All of the Debtor's presently existing and hereafter acquired equipment, including, without limitation, machinery, equipment, office equipment and supplies, computers (including mainframe processors and remote terminals) and related equipment, furniture, furnishings, fixtures, parts, tools, tooling, jigs, dies, manufacturing implements, motors, fork lifts, trucks, trailers, motor vehicles, and other equipment (all of the foregoing property being hereinafter referred to as "Equipment");
- (e) Fixtures. All of the Debtor's fixtures which are now or hereafter located on or affixed to real property or used or useful in the operation or use of real property or any use or occupancy thereof or the construction of any improvements thereon, including, without limitation, any and all phone, heating, lighting, plumbing, ventilation, air conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, escalators, stoves, ranges, vacuums, window washing and other cleaning and building service systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances and garbage and pest control systems (all of the foregoing property being hereinafter referred to as "Fixtures");
- After-acquired Collateral and Proceeds. The Collateral includes all right. (f) title and interest of the Debtor in all items described in the preceding clauses (a) through (e). whether now owned or hereafter at any time acquired by the Debtor and wherever located, or as to which the Debtor may have any right or power, and includes all replacements, additions, accessions, improvements, substitutions, repairs, proceeds and products relating thereto or therefrom, and all documents, ledger sheets, computer programs, disc or tape files, printouts and files of the Debtor relating thereto. Proceeds hereunder include (i) whatever is now or hereafter received by the Debtor upon the sale, exchange, collection or other disposition of any item of Collateral, whether such proceeds constitute Inventory, Accounts, accounts receivable, Intangibles, instruments, securities (including, without limitation, United States of America Treasury Bills), credits, claims, demands, documents, letters of credit and letter of credit proceeds, chattel paper, documents of title, certificates of title, certificates of deposit, warehouse receipts, bills of lading, leases, deposit accounts, money, tax refund claims, contract rights, goods or Equipment, (ii) any such items which are now or hereafter acquired by the Debtor with any proceeds of Collateral hereunder and (iii) any insurance now or hereafter payable by reason of loss or damage to any item of Collateral or any proceeds thereof.

REEL: 016835 FRAME: 0039

PATENT AND TRADEMARK SECURITY AGREEMENT MICRO-ASI, INC.

WHEREAS, Micro-Asi, Inc., a Texas corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and owns the patents, patent applications and patent registrations listed on Schedule 2 annexed hereto; and

WHEREAS, Grantor and Eaglestone Investment Partners I, L.P. and certain other lenders to Grantor named or to be named therein (the "Lenders") are parties to that certain Micro-ASI Bridge Security Agreement, dated as of the date hereof (as same may be amended and in effect from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement between Grantor and Lenders, Grantor has granted to Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent registrations, research, trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by such property, and all proceeds thereof, to secure the payment of all amounts owing by Grantor to Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. Grantor does hereby grant to Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent or Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) Each patent, patent registration and patent application, including without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in Schedule 2 annexed hereto, and all the goodwill of the business connected with the use of such patents, patent registrations and patent applications;
- (2) Each patent license used in the business of the Grantor;
- (3) Each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (4) Each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

PATENT REEL: 016835 FRAME: 0040 (5) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any patent, patent registrations, trademark or trademark registration including, without limitation, those referred to in Schedule 1 or Schedule 2 annexed hereto, or (b) injury to the goodwill associated with any patent, patent registration, patent application, trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Lenders pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lenders with respect to the security interest in the Patent or Trademark Collateral made and 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, including the designation of Joseph S. Schuchert, III. or his designee as agent and attermey-in-fact to execute all documents and take all acts in furtherance of the rights of the Lenders under this Agreement and the Security Agreement. Capitalized terms used herein without definition shall have the meanings given such terms in the Security Agreement.

Grantor represents that the Patent or Trademark Collateral listed on Schedule 1 and Schedule 2 constitutes the material Patent or Trademark Collateral owned by Grantor as of the date hereof. If Grantor shall obtain or become entitled to the benefit of any new Patent or Trademark Collateral not listed on Schedule 1 or Schedule 2, Grantor shall give to the Lenders prompt written notice thereof. Grantor hereby authorizes the Lenders to modify this Patent and Trademark Security Agreement by amending Schedule 1 or Schedule 2 to include any such new Patent or Trademark Collateral and such new Patent or Trademark Collateral shall be deemed pledged to the Lenders and the Lenders shall have a security interest therein.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of 26 day of April, 2001.

Micro-Asi, Inc.

Ву:

Name: CECEL E. SMETH Title: ENDMAN/COL

Acknowledged:

EAGLESTONE INVESTMENT PARTNERS L.L.P.

By: Joseph S. Schmithert

Palent Applications Filed

Date: Jan 24, 2001

APPLAS	Inventor	Field of Invention		
Title	J Kline/C Smith	Wafer Interposer		
Wafer Level Interposer	J Kline/C Smlth	Wafer Interposer		
Wafer Level Interposer - PCT Filling	J Kline/C Smith	Wafer Interposer		
Wafer Level Interposer - Talwan Filing	J Kline	Process		
Mullichip Assembly & Method of Manufacture	O TOMO			
Chin Assy with integrated Power Distribution between a	J Kline	Wafer Interposer		
Wafer Interposer & and Integrated Circuit Chip	J Kline	Wafer Interposer		
Pm humand Water interposer Flip Chip Interconnect	J Kline	Wafer Interposer		
Marker Internagor Assy Apparatus & Welliou	010210			
System Method & Apparatus for resting wuntiple Chip	J Kline	Test		
a - minoaduolar Walars				
Method for Selecting Components for a Matched Set	J Kline	Wafer Interposer		
Using a Multi Wafer Interposer				
Multi Wafer Interposer & Method for Testing Integrated	J Kline	Wafer Interposer		
Circuit Chips				
Method for Selecting Components for a Matched Set	J Kline	Wafer Interposer		
Using Wafer Interposers	J Pierce	Flip Chip		
Three Dimensional Flip Chip Memory	J Pierce	Wafer Interposer		
Wafer Interposer for Testing & Assy into Conv Pkg	J Pierce	Wafer Interposer		
Method for Electrically Testing a Wafer Interposer	A Fry	Test		
Tesi Coverage Analysis Tool				
Method for Constructing A Wafer Interposer onto a Wafer	J Pierce	Wafer Interposer		
By Using B-Stage Laminates				
Method for Building a Wafer Interposer onto a Wafer	J Pierce	Wafer Interposer		
Using Laser Techniques	J Pierce	Known Good Die		
Fine Pitch Contact Device (CIP 09/193,830)				
Method for Selecting Components for a Matched Set	J Kline	Wafer Interposer		
From a Wafer Interposer Assembly				
Interposer for Improved Handling of Semiconductor	J Kline	Wafer Interposer		
Walers and Method of Use of Same				

PATENT REEL: 016835 FRAME: 0042

Patent Applications In Process To Be Filed in 2001

•		Field of
Title	Inventor	Invention
Waler Interposer Using Ceramic Substrate	J Pierce	Wafer Interposer
Water Interposer Using a Polymide Substrate	J Pierce	Wafer Interposer
Temporary Interposer for Wafer Level Burn-In and Test	J Pierce	Wafer Interposer
Method for Constructing a Wafer Interposer Using Solder		
Columns	J Pierce	Wafer Interposer
Fine contact test points using polymer	A Fry	Test
Spin Coaling Material Onto a Semiconductor Wafer To Form		
	· J Pierce	Wafer Interposer
A Wafer Interposer Method for Constructing A Wafer Interposer B1 Using Wire		
	J Pierce	Wafer Interposer
Bonding Dual Ftip Chip Layout Design Guide For Single Line Underfill		
	B Bealr	Flip Chip
Dispensing Interconnect Method for HDI Substrate Load Board	A Fry	Known Good Die
Dasign layout improvement for surface mount components	T Briggs	Flip Chip
Dasign layout improvement for salined mount examples and	T Briggs	Flip Chip
Xray Fiducials for Flip Chip components	T Briggs	Flip Chip
Smart transport pallet for production Improved method of machine placement during installation	T Briggs	Flip Chip
Improved method of machine placement on Fig Chip Components	T Briggs	Filp Chip
Improved Method of Ball Placement on Flip Chip Components	T Briggs	Flip Chip
Method of Preheating Selected Areas for Flip Chip Underfill	A Fry	Flip Chlp
SMT Assembly Verification Analysis Tool	P Casey	Flip Chip
Universal Vacuum Fixture	1 OBSO	
The Use of a Z_axis Conductor for Wafer Level Burn-in and	J Pierce	Wafer Interposer
Test David D	9 10100	Train time process
Method of Protecting Heat Sensitive Parts During the Reflow	. T Briggs	Flip Chip
Process		Flip Chip
Flux Calibration Tool	P Casey	Flip Chip
Flux Plate Temperature Control	P Casey	
- Sout Healing for No-Flow Underfill	P Casey	Flip Chip
Sequential Healing to Achieve a Continuous Flow Underfilling	D. Connett	Elin Chin
Process	P Casey	Flip Chip
		

24-Jan-01

PATENT REEL: 016835 FRAME: 0043

RECORDED: 11/30/2005