# Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:			Security Agreement		
CONVEYING PART	ΓΥ DATA				
		N	lame	Execution Date	
CEYX TECHNOLC	OGIES, INC.			08/31/2007	
RECEIVING PARTY	Y DATA				
Name:	SILICON VALL	EY B	BANK		
Street Address:	3003 Tasman D	Drive			
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State/Country:	CALIFORNIA				
Postal Code:	95054				
Property	<sup>,</sup> Type		Number		
Patent Number:	· · · · · · · · · · · · · · · · · · ·	6028423			
Patent Number:	6	6446867			
Patent Number:		6494370			
Patent Number:		6629638			
Patent Number:	7	7154924			
Patent Number:	7	7151345			
Patent Number:		7151346			
Application Number:		60173056			
Application Number:		60293349			
Application Number:		10155958			
Application Number:		60344177			
Application Number:		10513104			
Application Number:		60346728			
Application Number:		10513091			
Application Number:		0348	967		
				PATENT	

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Application Number:         60564143           Application Number:         11111136           Application Number:         60348791           Application Number:         60457095           Application Number:         10679553           Application Number:         11397651           Application Number:         60445914           Application Number:         60518490           Application Number:         60518490           Application Number:         60740039           Application Number:         60740039           Application Number:         60893016           Application Number:         60893016           Application Number:         60893024           Application Number:         60896102           Application Number:         60989097           Application Number:         60896102           Application Number:         60896102           Application Number:         609904600           PCT Number:         US0035123           PCT Number:         US0035123           PCT Number:         US0035123           PCT Number:         US0030463           PCT Number:         US0301032           PCT Number:         US03010132           PCT Number: </th <th>Application Number:</th> <th>10513105</th>	Application Number:	10513105
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PCT Number: US0661305	PCT Number:	US0437504
	PCT Number:	US0437339
Application Number: 60450223	PCT Number:	US0661305
	Application Number:	60450223

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395854

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	-
NAME OF SUBMITTER:	

**Total Attachments: 52** source=395854#page1.tif source=395854#page2.tif source=395854#page3.tif source=395854#page4.tif source=395854#page5.tif source=395854#page6.tif source=395854#page7.tif source=395854#page8.tif source=395854#page9.tif source=395854#page10.tif source=395854#page11.tif source=395854#page12.tif source=395854#page13.tif source=395854#page14.tif source=395854#page15.tif source=395854#page16.tif source=395854#page17.tif source=395854#page18.tif source=395854#page19.tif source=395854#page20.tif source=395854#page21.tif source=395854#page22.tif source=395854#page23.tif source=395854#page24.tif source=395854#page25.tif source=395854#page26.tif source=395854#page27.tif source=395854#page28.tif source=395854#page29.tif source=395854#page30.tif source=395854#page31.tif source=395854#page32.tif source=395854#page33.tif source=395854#page34.tif source=395854#page35.tif source=395854#page36.tif source=395854#page37.tif

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#### EXHIBIT "B"

#### PATENTS

PATENT DESCRIPTION DATE STATUS

COUNTRY SERIAL NO. FILING DOCKET NO.

List of Patent Rights

US1. Isolation Instrument for Electrical Testing

US 6, 028,423

Issued: Feb. 22, 2000

Filing date: Dec. 11, 1997

**IN1.** Wideband Isolation System

Application Serial Number: PCT/US98/25612 Issued December 3, 1998

Publication Number: 1,038,185

**International Filing: 3 December 1998** 

**Publication Date: 6-17-99** 

Publication Number: WO 99/30172

Patent in European Union Countries

**Three International Patents Issued:** a) France

b) UK

c) Germany

## **Technologies similar to Patent US1**

US2. Electro-Optic Interface system and Method of Operation

US 6,446,867 B1 Issued: Sept. 10, 2002

Filing date: Dec. 24, 1999 Technologies: Optical Transceiver Emulator for Optical Serial Interface Test Switch for Optical Transceiver

IN2. Electro-Optic Interface system and Method of Operation

Application Serial Number: PCT/US00/35123

**Issued December 22, 2000** 

**International Filing: 22 December 2000** 

Publication Number: WO 01/52454A1

Publication date: 19 July 2001

**Three International Patents Issued:** 

- d) France
- e) UK
- f) Germany

Technologies similar to Patent US2

US3. Drive controller and method of operation

Provisional Patent Serial Number: US60/173,056

Filing date: Dec. 24, 1999

Substituted by US 6, 494, 370

US4. Laser Transceiver System Controller

US 6, 494, 370

Issued: December 17, 2002

Filing date: March 2, 2000

US5. Electro-Optic System Controller and Method of Operation

US 6,629,638 B1

Issued: October 7, 2003

Filing date: November 28, 2000

IN3. Electro-Optic System Controller and Method of Operation

Application Serial Number: PCT/US00/35125

**International Filing: 22 December 2000** 

Serial # 00989444.5

Publication Number: WO 01/48471 A2

**International Publication Date July 5, 2001** 

National Phase Publication # 1350096

National Phase Date: October 8, 2003

**Technologies similar to Patent US5** 

US6. Optical Bus for Computers

Provisional Patent Serial Number: US60/293,349

Filing date: May 24, 2001

Substituted by SN 10/155,958

US11. Optical Bus Arrangement for Computer System

**Application Serial Number: US10/155,958** 

Filing date: May 24, 2002

Publication US-2002-0178319-A1

Publication Date: November 28, 2002 Provisional Docket Number/Priority date: US6, May 24, 2001

IN4. Optical Bus Arrangement for Computer System

Application Serial Number: PCT/US02/16253

Filing date: May 24, 2002

European Patent Application Number: 02737100.4

Provisional Docket Number/Priority date: US6, May 24, 2001

Publication Number: WO 02/095599 A1

Publication Date: November 28, 2002 Technologies similar to Patent US11 US7. Integrated Laser Communications Controller and Method of Operation

Provisional Patent Serial Number: US60/344,177

Filing date: December 27, 2001

IN5. Laser Optics Integrated Control System and Method of Operation

Application Number: PCT/US02/40940

Filing date: December 21, 2002

Priority date obtained from Provisional Docket Number/: US7, December 27,2001

Publication Number: WO 03/058827

Publication Date: July 17, 2003

European Patent Application Number: 02795984.0

US19. Laser Optics Integrated Control System and Method of Operation

Application Serial Number: US10/513,104

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/344,177

US8. Continuous Laser Performance Compensation

Provisional Patent Application SN: US60/346,728

Filing date: January 8, 2002

# Substituted by: Application Serial Number: PCT/US03/00463

IN6. Apparatus and Method for Measurement of Dynamic Laser Signals Application Serial Number: PCT/US03/00463 Filing date: January 8, 2003 Priority date from Provisional, Docket Number/: US8, January 8,2002 European Patent Application Number: 03701250.7

US20. Apparatus and Method for Measurement of Dynamic Laser Signals

Application Serial Number: US10/513,091

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/346,728

US9. Laser Power Sensing Methods

Provisional Patent Serial Number: US60/348,967

Filing date: January 14, 2002

Substituted by IN8

IN8. Laser Temperature Performance Compensation

Application Serial Number: PCT/US03/01032

Filing date: January 14, 2003

Priority Application #: 60/348,967

Provisional Docket Number/Priority date: US9, January 14, 2002 Publication Number: WO 03/067510 Publication Date: January 14, 2004 National Phase Date: July 14, 2004 European Patent Application Number: 03737533.4

US21. Laser Temperature Performance Compensation

Application Serial Number: US10/513,105

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/348,967

US13. Optical Biochemical agent sensor

Provisional Patent Application Serial Number: US60/450,223

Filing date: February 25, 2003 Substituted by IN10

**Publication Date: N/A** 

IN10. Apparatus & Methods for Chemical and Bio-agent Sensing

Application Serial Number: PCT/US2004/005627

Filing date: February 25, 2004

Priority date from: US13, #60/450,223;

Filing date: February 25, 2003

US18. Laser Performance Compensation Through Signal Processing Methods

Provisional Patent Serial Number: 60/564,143

Filing Date: April 21, 2004

**Publication Date: N/A** 

Substituted by IN13 & US25

US25. Method and Apparatus for Digital Signal Processing Enhanced Laser Performance Compensation

Patent Serial Number: 11/111,135

Filing Date: April 21, 2005

**Publication Date: TBD** 

IN13. Method and Apparatus for Digital Signal Processing Enhanced Laser Performance Compensation

Application Serial Number: PCT/US05/13561

Filing Date: April 21, 2005

Priority Date from: Provisional Application SN 60/564,143

**Publication Date: TBD** 

SOFTWARE ENABLED CONTROLS

10

# US10. Graphical User Interface for Optical Transceivers

Provisional Application Serial Number: US60,348,791

Filing date: January 14, 2002 Application Serial Number: PCT/US03/00848

Substituted by: Application Serial Number: PCT/US03/00848

IN7. Method for Configuring a Laser Operating System

Application Serial Number: PCT/US03/00848

Filing date: January 13, 2003

Provisional Docket Number/Priority date: US10, January 14, 2002

Publication Number: WO 03/061081 A3

Publication Date: July 24, 2003

**European Patent Application Number: 03707358.2** 

US22. Method for Configuring a Laser Operating System

US 7,154,924 B2 Issued: December 26, 2006

Application Serial Number: US10/512,931

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60,348,791

US14. Software Enabled Servo Control System for Electro-Optic Device

Provisional Patent application Serial Number: US60/457,095

Filing date: March 24, 2003

**Publication Date: N/A** 

Substituted by US15

US15. Software Enabled Servo Control for Systems with Luminent Devices Application

Serial Number: US10/679,553: Abandoned May 2006

Filing date: October 6, 2003

Publication Number: US-2004-0068511-A1

Publication Date: April 8, 2004

US29 Device for controlling multiple types of Electroluminescent Devices

CIP Patent Issued: March 6, 2007

# Application Serial Number: US11/397,651

Filing Date: April 4, 2006

**Technologies:** 

Controller for Electroluminescent Device Software Embedded Control System Method to configure Embedded Control System

US31 Digital Control System for an Electro-Optic Device

**Utility Patent Application** 

CIP of US29, US21, US5, US4, US3, priority of Provisional US3 Priority date: Dec. 24, 1999

Application Number: US 11/537,504

Filing Date: September 29, 2006

# **CCFL AND LCD DISPLAY TECHNOLOGIES**

US12. Computer Controlled LCD Backlighting System

Provisional Patent application Serial Number: US60/445,914 Filing date: February 6, 2003 Publication Date: N/A Foreign Filing License Granted Substituted by IN9

IN9. Digital Control System for LCD Backlights

Application Serial Number: PCT/US2004/003400

Filing date: February 6, 2004

Priority date from Provisional US12 Docket Number: SN 60/445,914

Filing date: February 6, 2003

PCT Publication Number: WO 2004/072733 A2

US16. Luminent Device Current Equalizer

Provisional Patent application: SN 60/518,490

Filing date: November 6, 2003

**Continuation of Provisional US12** 

Publication Date: N/A

Substituted by IN11 & US23

IN11. Method & Apparatus for Controlling Visual Enhancement of Luminent Devices

Application Serial Number: PCT/US04/37504

Filing date: November 8, 2004

Priority date from: Provisional Patent application: SN 60/518,490

US23. Method & Apparatus for Controlling Visual Enhancement of Luminent Devices

US 7,151,345 B2

Issued: December 19, 2006

Application Serial Number: US10/984,441

Filing date: November 8, 2004

Priority date from: Provisional Patent application: SN 60/518,490

US17. Apparatus and Methods for Power Reduction In Fluorescent Lamp Systems

Provisional Patent application Serial Number: US60/518,592

Filing date: November 6, 2003

**Publication Date: N/A** 

Substituted by IN12 & US24

US24. Method and Apparatus for Optimizing Power Efficiency in Light-Emitting Device Arrays US 7,151,346 B2 Issued: December 19, 2006

## Application Serial Number: US10/984,614

### Filing date: November 8, 2004

# Priority date from: Provisional Patent application: US60/518,592

IN12. Method and Apparatus for Optimizing Power Efficiency in Light-Emitting Device Arrays

Application Serial Number: PCT/US04/37339

Filing date: November 8, 2004

Priority date from: Provisional Patent application: US60/518,592

**Publication Date: TBD** 

US26. Technical Specifications for the CCFL Lamp Control ASIC

**Provisional Patent Application** 

Application Serial Number: US 60/669,467

Filing Date: May 2005

US27. Technical Specifications for SLC Series CBM ASIC

**Provisional Patent Application** 

Application Serial Number: US 60/740,039

Filing Date: November 21, 2005

# US28. Crystal Valley Conference and Exhibition

### **Provisional Patent Application**

**Application Serial Number: pending** 

Filing Date: November 28, 2005

US30 Device for Controlling drive current for an electro luminescent device array with amplitude shift modulation

### **Utility Patent Application**

### Application Serial Number: US 11/400,491

Filing Date: April 7, 2006

US-CP30 Method and Apparatus for Equalizing Current in a Fluorescent Lamp Array Continuation Utility Patent Application Application Serial Number: US11/693,240 Filing Date: March 29, 2007 Technologies:

- Capacitive Balancing
- Amplitude shift modulation in series with capacitive balancing
- CB & ASM for a CCFL array

Atty: Higgs Fletcher Mack; Docket #: 101153-22409

IN14. Device for controlling Drive current for an Electroluminescent Device with Amplitude Shift Modulation Utility Patent Application Application Serial Number: PCT/US06/61305 Filing Date: November 28, 2006 Estimate National Phase Entry on May 28, 2010 (30 months after filing) Technologies:

• Amplitude Shift Modulation for current regulation of CCFLs Atty: Higgs Fletcher Mack; Docket #: 101153-22403

US-P32. Method and Firmware for Controlling Voltage and Current in a Fluorescent Lamp Array

**Provisional Patent Application** 

Application Serial Number: US60/893,016

Filing Date: March 5, 2007

**Technologies:** 

Firmware methods for servo control of inverters

## Applicable to general inverter control for illumination

Atty: Higgs Fletcher Mack; Docket #: 101153-22405

US-P34. Method and Firmware for Generating a Digital Dimming Waveform for an Inverter

Provisional Patent Application Application Serial Number: US60/893,097 Filing Date: March 5, 2007 Technologies:

• Firmware methods to set various Inverter operations during digital dimming

Atty: Higgs Fletcher Mack; Docket #: 101153-22407

US-P35. Method and Circuit for Correcting a Difference in Light Output at Opposite Ends of a Fluorescent Lamp Array

**Provisional Patent Application** 

Application Serial Number: US60/893,024

Filing Date: March 5, 2007

Technologies:

- Firmware methods to set light uniformity across panel
- Left to Right Uniformity adjustment apparatus and method for CCFL arrays

Atty: Higgs Fletcher Mack; Docket #: 101153-22406

**US-P39.** Method and Firmware for Controlling an Inverter Voltage by Drive Signal Frequency

Provisional Patent Application Application Serial Number: US60/896,102 Filing Date: March 5, 2007

**Technologies:** 

• Firmware for resonance detection with servo adjustments for inverters

Atty: Higgs Fletcher Mack; Docket #: 101153-22408

US-P40. Digital Inverter Set Point Controls (aka Internal Qualification Test Report) Provisional Patent Application Application Serial Number: US60/904,600 Application Filing Date: March 2, 2007 Technologies:

• Methods for digital control set points for various parameters Atty: CEYX filed & to be transferred to Higgs Fletcher Mack; (assigned placeholder Docket #: 101153-22404)

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 31 day of August 2007 by and between Ceyx Technologies, ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

#### RECITAL

Bank will make credit extensions to Grantor as described in the Loan and Security Agreement dated August 8, 2005 (as amended, restated, or otherwise modified, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of

the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. <u>Authorization and Request</u>. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.

3. <u>Covenants and Warranties</u>. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach of any other agreement covering the Intellectual Property Collateral to which Grantor is bound, except to the extent that such other intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent;

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for Permitted Liens;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and, to Grantor's knowledge, no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

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(e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

(g) Grantor shall not register any Copyrights or Mask Works with the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge (except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(I) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. <u>Bank's Rights</u>. Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required to take under this IP Agreement but which Grantor fails to take. Grantor shall reimburse and indemnify Bank for all costs and reasonable expenses incurred in the exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months so long as no Event of Default has occurred and is continuing; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.

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(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.

7. <u>Events of Default</u>. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.

8. <u>Remedies</u>. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.

10. <u>Reassignment</u>. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.

11. <u>Course of Dealing</u>. No course of dealing, any failure to exercise, or any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. <u>Attorneys' Fees</u>. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

13. <u>Amendments</u>. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

14. <u>Counterparts</u>. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in California.

16. <u>Confidentiality</u>. In handling any confidential information, Bank shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, (iii) as required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

## [REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

## Address of Grantor:

3645 Ruffin Road, Suite 101 San Diego, California 92123

#### GRANTOR:

CEYX TECHNOLOGIES INC. By: Name: 5 NTIVES Title:

#### Address of Bank:

BANK:

3003 Tasman Drive Santa Clara, CA 95054

SILICON VALLEY BANK

By: Name:

Title:

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated August \_\_, 2007.

## EXHIBIT "A"

#### COPYRIGHTS

# SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT	REGISTRATION	DATE OF
DESCRIPTION	NUMBER	ISSUANCE

# SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

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

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated August \_\_, 2007

### EXHIBIT "B"

#### PATENTS

PATENT DESCRIPTION DATE STATUS

DOCKET NO. COUNTRY SER

COUNTRY SERIAL NO. FILING

List of Patent Rights

US1. Isolation Instrument for Electrical Testing

US 6, 028,423

Issued: Feb. 22, 2000

Filing date: Dec. 11, 1997

IN1. Wideband Isolation System

Application Serial Number: PCT/US98/25612 Issued December 3, 1998

Publication Number: 1,038,185

**International Filing: 3 December 1998** 

**Publication Date: 6-17-99** 

Publication Number: WO 99/30172

Patent in European Union Countries

Three International Patents Issued: a) France

b) UK

c) Germany

**Technologies similar to Patent US1** 

US2. Electro-Optic Interface system and Method of Operation

US 6,446,867 B1 Issued: Sept. 10, 2002

Filing date: Dec. 24, 1999 Technologies: Optical Transceiver Emulator for Optical Serial Interface Test Switch for Optical Transceiver

IN2. Electro-Optic Interface system and Method of Operation

Application Serial Number: PCT/US00/35123

Issued December 22, 2000

**International Filing: 22 December 2000** 

Publication Number: WO 01/52454A1

Publication date: 19 July 2001

**Three International Patents Issued:** 

- d) France
- e) UK
- f) Germany

Technologies similar to Patent US2

US3. Drive controller and method of operation

Provisional Patent Serial Number: US60/173,056

Filing date: Dec. 24, 1999

Substituted by US 6, 494, 370

US4. Laser Transceiver System Controller

US 6, 494, 370

Issued: December 17, 2002

Filing date: March 2, 2000

US5. Electro-Optic System Controller and Method of Operation

US 6,629,638 B1

Issued: October 7, 2003

Filing date: November 28, 2000

IN3. Electro-Optic System Controller and Method of Operation

Application Serial Number: PCT/US00/35125

**International Filing: 22 December 2000** 

Serial # 00989444.5

Publication Number: WO 01/48471 A2

International Publication Date July 5, 2001

National Phase Publication # 1350096

National Phase Date: October 8, 2003

**Technologies similar to Patent US5** 

US6. Optical Bus for Computers

Provisional Patent Serial Number: US60/293,349

Filing date: May 24, 2001

Substituted by SN 10/155,958

US11. Optical Bus Arrangement for Computer System

Application Serial Number: US10/155,958

Filing date: May 24, 2002

Publication US-2002-0178319-A1

Publication Date: November 28, 2002 Provisional Docket Number/Priority date: US6, May 24, 2001

IN4. Optical Bus Arrangement for Computer System

**Application Serial Number: PCT/US02/16253** 

Filing date: May 24, 2002

European Patent Application Number: 02737100.4

Provisional Docket Number/Priority date: US6, May 24, 2001

Publication Number: WO 02/095599 A1

Publication Date: November 28, 2002 Technologies similar to Patent US11
US7. Integrated Laser Communications Controller and Method of Operation

Provisional Patent Serial Number: US60/344,177

Filing date: December 27, 2001

IN5. Laser Optics Integrated Control System and Method of Operation

Application Number: PCT/US02/40940

Filing date: December 21, 2002

Priority date obtained from Provisional Docket Number/: US7, December 27,2001

Publication Number: WO 03/058827

Publication Date: July 17, 2003

European Patent Application Number: 02795984.0

US19. Laser Optics Integrated Control System and Method of Operation

Application Serial Number: US10/513,104

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/344,177

US8. Continuous Laser Performance Compensation

Provisional Patent Application SN: US60/346,728

Filing date: January 8, 2002

# Substituted by: Application Serial Number: PCT/US03/00463

IN6. Apparatus and Method for Measurement of Dynamic Laser Signals

**Application Serial Number: PCT/US03/00463** 

Filing date: January 8, 2003

Priority date from Provisional, Docket Number/: US8, January 8,2002 European Patent Application Number: 03701250.7

US20. Apparatus and Method for Measurement of Dynamic Laser Signals

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Application Serial Number: US10/513,091

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/346,728

US9. Laser Power Sensing Methods

Provisional Patent Serial Number: US60/348,967

Filing date: January 14, 2002

Substituted by IN8

IN8. Laser Temperature Performance Compensation

**Application Serial Number: PCT/US03/01032** 

Filing date: January 14, 2003

Priority Application #: 60/348,967

Provisional Docket Number/Priority date: US9, January 14, 2002 Publication Number: WO 03/067510 Publication Date: January 14, 2004 National Phase Date: July 14, 2004 European Patent Application Number: 03737533.4

US21. Laser Temperature Performance Compensation

**Application Serial Number: US10/513,105** 

Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60/348,967

US13. Optical Biochemical agent sensor

Provisional Patent Application Serial Number: US60/450,223

Filing date: February 25, 2003 Substituted by IN10

**Publication Date: N/A** 

IN10. Apparatus & Methods for Chemical and Bio-agent Sensing

Application Serial Number: PCT/US2004/005627

Filing date: February 25, 2004

Priority date from: US13, #60/450,223;

Filing date: February 25, 2003

US18. Laser Performance Compensation Through Signal Processing Methods

Provisional Patent Serial Number: 60/564,143

Filing Date: April 21, 2004

Publication Date: N/A

Substituted by IN13 & US25

US25. Method and Apparatus for Digital Signal Processing Enhanced Laser Performance Compensation

Patent Serial Number: 11/111,135

Filing Date: April 21, 2005

**Publication Date: TBD** 

IN13. Method and Apparatus for Digital Signal Processing Enhanced Laser Performance Compensation

Application Serial Number: PCT/US05/13561

Filing Date: April 21, 2005

Priority Date from: Provisional Application SN 60/564,143

**Publication Date: TBD** 

SOFTWARE ENABLED CONTROLS

# US10. Graphical User Interface for Optical Transceivers Provisional Application Serial Number: US60,348,791 Filing date: January 14, 2002 Application Serial Number: PCT/US03/00848 Substituted by: Application Serial Number: PCT/US03/00848

IN7. Method for Configuring a Laser Operating System

Application Serial Number: PCT/US03/00848

Filing date: January 13, 2003

Provisional Docket Number/Priority date: US10, January 14, 2002

Publication Number: WO 03/061081 A3

Publication Date: July 24, 2003

European Patent Application Number: 03707358.2

US22. Method for Configuring a Laser Operating System

US 7,154,924 B2 Issued: December 26, 2006 Application Serial Number: US10/512,931 Filing date: October 29, 2004

Priority date from: Provisional Patent application: 60,348,791

US14. Software Enabled Servo Control System for Electro-Optic Device

Provisional Patent application Serial Number: US60/457,095

Filing date: March 24, 2003

**Publication Date: N/A** 

Substituted by US15

US15. Software Enabled Servo Control for Systems with Luminent Devices Application

Serial Number: US10/679,553: Abandoned May 2006

Filing date: October 6, 2003

Publication Number: US-2004-0068511-A1

**Publication Date: April 8, 2004** 

US29 Device for controlling multiple types of Electroluminescent Devices

CIP Patent Issued: March 6, 2007

Application Serial Number: US11/397,651

Filing Date: April 4, 2006

**Technologies:** 

Controller for Electroluminescent Device Software Embedded Control System Method to configure Embedded Control System

US31 Digital Control System for an Electro-Optic Device

## **Utility Patent Application**

CIP of US29, US21, US5, US4, US3, priority of Provisional US3 Priority date: Dec. 24, 1999

Application Number: US 11/537,504

Filing Date: September 29, 2006

# **CCFL AND LCD DISPLAY TECHNOLOGIES**

US12. Computer Controlled LCD Backlighting System

**Provisional Patent application Serial Number: US60/445,914** 

Filing date: February 6, 2003

**Publication Date: N/A** 

Foreign Filing License Granted

Substituted by IN9

IN9. Digital Control System for LCD Backlights

Application Serial Number: PCT/US2004/003400

Filing date: February 6, 2004

Priority date from Provisional US12 Docket Number: SN 60/445,914

Filing date: February 6, 2003

PCT Publication Number: WO 2004/072733 A2

US16. Luminent Device Current Equalizer

Provisional Patent application: SN 60/518,490

Filing date: November 6, 2003

**Continuation of Provisional US12** 

Publication Date: N/A

Substituted by IN11 & US23

IN11. Method & Apparatus for Controlling Visual Enhancement of Luminent Devices

Application Serial Number: PCT/US04/37504

Filing date: November 8, 2004

Priority date from: Provisional Patent application: SN 60/518,490

US23. Method & Apparatus for Controlling Visual Enhancement of Luminent Devices

US 7,151,345 B2

Issued: December 19, 2006

Application Serial Number: US10/984,441

Filing date: November 8, 2004

Priority date from: Provisional Patent application: SN 60/518,490

US17. Apparatus and Methods for Power Reduction In Fluorescent Lamp Systems

Provisional Patent application Serial Number: US60/518,592

Filing date: November 6, 2003

**Publication Date: N/A** 

Substituted by IN12 & US24

US24. Method and Apparatus for Optimizing Power Efficiency in Light-Emitting Device Arrays US 7,151,346 B2 Issued: December 19, 2006

## Application Serial Number: US10/984,614

Filing date: November 8, 2004

Priority date from: Provisional Patent application: US60/518,592

IN12. Method and Apparatus for Optimizing Power Efficiency in Light-Emitting Device Arrays

Application Serial Number: PCT/US04/37339

Filing date: November 8, 2004

Priority date from: Provisional Patent application: US60/518,592

**Publication Date: TBD** 

US26. Technical Specifications for the CCFL Lamp Control ASIC

**Provisional Patent Application** 

Application Serial Number: US 60/669,467

Filing Date: May 2005

US27. Technical Specifications for SLC Series CBM ASIC

**Provisional Patent Application** 

Application Serial Number: US 60/740,039

Filing Date: November 21, 2005

# US28. Crystal Valley Conference and Exhibition

#### **Provisional Patent Application**

## **Application Serial Number: pending**

Filing Date: November 28, 2005

US30 Device for Controlling drive current for an electro luminescent device array with amplitude shift modulation

## **Utility Patent Application**

## Application Serial Number: US 11/400,491

## Filing Date: April 7, 2006

US-CP30 Method and Apparatus for Equalizing Current in a Fluorescent Lamp Array Continuation Utility Patent Application Application Serial Number: US11/693,240 Filing Date: March 29, 2007 Technologies:

- Capacitive Balancing
- Amplitude shift modulation in series with capacitive balancing
- CB & ASM for a CCFL array

Atty: Higgs Fletcher Mack; Docket #: 101153-22409

IN14. Device for controlling Drive current for an Electroluminescent Device with Amplitude Shift Modulation Utility Patent Application Application Serial Number: PCT/US06/61305 Filing Date: November 28, 2006 Estimate National Phase Entry on May 28, 2010 (30 months after filing) Technologies:

• Amplitude Shift Modulation for current regulation of CCFLs Atty: Higgs Fletcher Mack; Docket #: 101153-22403 US-P32. Method and Firmware for Controlling Voltage and Current in a Fluorescent Lamp Array

**Provisional Patent Application** 

Application Serial Number: US60/893,016

Filing Date: March 5, 2007

**Technologies:** 

- Firmware methods for servo control of inverters
- Applicable to general inverter control for illumination

Atty: Higgs Fletcher Mack; Docket #: 101153-22405

US-P34. Method and Firmware for Generating a Digital Dimming Waveform for an Inverter

Provisional Patent Application Application Serial Number: US60/893,097 Filing Date: March 5, 2007 Technologies:

• Firmware methods to set various Inverter operations during digital dimming

Atty: Higgs Fletcher Mack; Docket #: 101153-22407

US-P35. Method and Circuit for Correcting a Difference in Light Output at Opposite Ends of a Fluorescent Lamp Array

**Provisional Patent Application** 

Application Serial Number: US60/893,024

Filing Date: March 5, 2007

Technologies:

- Firmware methods to set light uniformity across panel
- Left to Right Uniformity adjustment apparatus and method for CCFL arrays

Atty: Higgs Fletcher Mack; Docket #: 101153-22406

**US-P39.** Method and Firmware for Controlling an Inverter Voltage by Drive Signal Frequency

Provisional Patent Application Application Serial Number: US60/896,102 Filing Date: March 5, 2007 Technologies:

i cennologies.

• Firmware for resonance detection with servo adjustments for inverters

Atty: Higgs Fletcher Mack; Docket #: 101153-22408

US-P40. Digital Inverter Set Point Controls (aka Internal Qualification Test Report) Provisional Patent Application Application Serial Number: US60/904,600 Application Filing Date: March 2, 2007 Technologies:

• Methods for digital control set points for various parameters Atty: CEYX filed & to be transferred to Higgs Fletcher Mack; (assigned placeholder Docket #: 101153-22404)

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Exhibit "C" attached to that certain Intellectual Property Security Agreement dated August \_\_\_, 2007

#### EXHIBIT "C"

#### TRADEMARKS

TRADEMARK DESCRIPTION STATUS

COUNTRY SERIAL NO.

<u>REG. NO</u>

#### **CEYX**

United States Trademark Filed: September 23, 2005 Int'l Class: 009 Serial No.: 78/719,880 Registration No.: 3,129,930 Issued: August 15, 2006

Taiwanese Trademark Filed: November 1, 2005 Int'l Classes: 09 & 042 Serial No: 94052452

Canada Trademark Filed: September 29, 2005 International Class: 009 & 042 Application No: 1,274,050

Mexico Trademark Filed: October 12, 2005 Int'l Class: 09 Serial No: 45298 Mexico Trademark Application No.: 744505 International Class: 042 Foreign Associate No.: 45299

Europe Trademark Filed: September 27, 2005 Registration No: 869510 Date of Notification: December 15,2005 International Class: 009 and 042 Foreign Associate No.: 861/330570201

Japan Trademark Registration No.: 869510 Issue Date: September 27, 2006 International Class: 009 & 042

Singapore Trademark Registration No.: 869510 Int'l Class: 009 and 042

## **LIGHTSMART**

United States Trademark Filed: August 29, 2005 Int'l Class: 042 Serial No.: 78/702,939 Published: May 16, 2006

United States Trademark Filed: August 29, 2005 Int'l Class: 009 Serial No.: 78/702,927 Published: May 16, 2006

Taiwanese Trademark Filed: November 1, 2005 Int'l Class: 09 Serial No: 94052453 Registration No.: 01218669 Registration Date: July 16, 2006

Singapore Trademark Filed: September 27, 2005 Registration No.: 872 190 Date of Notification: June 20, 2006

Mexico Trademark Filed: Oct, 12, 2006 Serial No.: 744503 Int'l Class: 009

Canada Trademark Filed: Sept. 29, 2005 Serial No.: 1,274,051

Europe Trademark Filed: Serial No.: 872190 Int'l Class: 009

Japan Trademark USPTO No.: A0002662 Filed: September 27, 2005 Serial No.: 872190 Int'l Class: 009

Paint Brush Stroke Logo

United States Trademark Serial No.: 78/721,575 Filed: Sept. 27, 2005 Int'l Class: 009

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated August \_\_\_\_, 2007

#### EXHIBIT "D"

#### MASK WORKS

MASK WORK DESCRIPTION STATUS

COUNTRY SERIAL NO.

REG. NO

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