

01-18-2008

Form PTO-1595 (Rev. 07/05)
OMB No. 0851-0027 (exp. 6/30/2008)

103476531

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

DRC Computer Corporation

2. Name and address of receiving party(ies)Name: Topspin Fund, L.P.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) 9/19/07 and 10/29/07☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other _____Street Address: Three Expressway PlazaCity: Roslyn HeightsState: NYCountry: United StatesZip: 11577Additional name(s) & address(es) attached? ☒ Yes ☐ No**4. Application or patent number(s):**

A. Patent Application No.(s)

Please see attached.

☐ This document is being filed together with a new application.

B. Patent No.(s)

Please see attached.

Additional numbers attached? ☒ Yes ☐ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: John WrightInternal Address: DRC Computer CorporationStreet Address: 1178 Bordeaux DriveCity: SunnyvaleState: CA Zip: 94089Phone Number: 408-400-9500Fax Number: 408-400-9505Email Address: john@drccomputer.com**6. Total number of applications and patents involved: 11****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 440.00**☐ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☒ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

John Wright

Name of Person Signing

1/10/08
DateTotal number of pages including cover sheet, attachments, and documents: **16**Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

NAME AND ADDRESS OF ADDITIONAL RECEIVING PARTIES:

Topspin Minifund, L.P.
Three Expressway Plaza
Roslyn Heights, NY 11577

Fred & Barbara Haney Revocable Trust d. 9/4/96
3433 Paseo del Campo
Palos Verdes Estates, CA 90274

The Bechler Family Trust
2229 Via La Brea
Palos Verdes Estates, CA 90274

Peter Wolken
27345 Deer Springs Way
Los Altos Hills, CA 94022

The Bernacchi Revocable Trust
610 Crestview Drive
Ojai, CA 93023

Deepak Khosla
1008 Candlelight Lane
Houston, TX 77018

Gerard Murfitt
14575 S.W. Millikan Way # 26075
Beaverton, OR 97005

U.S. PATENTS:

U.S. Patent No. 5,684,980

U.S. Patent No. 5,802,290

U.S. Patent No. 6,023,755

U.S. Patent No. 6,178,494

U.S. Patent No. 6,289,440

U.S. PATENT APPLICATIONS:

U.S. Patent Application No. 60/820,730

U.S. Patent Application No. 60/865,356

U.S. Patent Application No. 60/826,060

U.S. Patent Application No. 11/829,804

U.S. Patent Application No. 11/829,801

U.S. Patent Application No. 60/964,615

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, DRC Computer Corporation, a California corporation (the **"Debtor"**), has issued Senior Secured Convertible Promissory Notes in the amounts set forth on Schedule I hereto (the **"Promissory Notes"**) to each of the Lenders identified on Schedule I hereto as it may be amended from time to time (collectively, the **"Lenders"**); and

WHEREAS, pursuant to (i) a security agreement dated as of September 21, 2007 (as amended or supplemented from time to time in accordance with the terms thereof, the **"Security Agreement"**) among the Debtor and the Lenders (the Lenders in the capacity of secured parties under the Security Agreement, together with their successors in such capacity, are referred to as the **"Grantees"**, and (ii) certain other collateral documents (including this Patent Security Agreement), the Debtor has granted for the benefit of such Grantees a continuing security interest in personal property of the Debtor, including all right, title and interest of the Debtor in, to and under the Patent Collateral (as defined below), to secure the Debtor's secured obligations under the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor grants to the Grantees, to secure the Debtor's secured obligations under the Security Agreement, a continuing security interest in all of the Debtor'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 Collateral"**), whether now owned or existing or hereafter acquired or arising:

- (i) each patent owned and patent application (including all reissues, divisions, continuations, continuation-in-part, extensions and reexaminations thereof) registered or applied for in the United States and all other nations throughout the world by the Debtor, including, without limitation, each patent and patent application referred to in Schedule I hereto (each, a **"Patent"**);
- (ii) each patent license to which the Debtor is a party, including, without limitation, each patent license identified in Schedule II hereto (each, a **"Patent License"**); and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Debtor against third parties for past, present or future infringement of any Patent owned by the Debtor and all rights and benefits of the Debtor under any Patent License.

The Debtor irrevocably constitutes and appoints the Grantees and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Debtor or in any Grantee's name, from time to time, in any Grantee's discretion, so long as any Event of Default (as defined in the Promissory Notes) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Debtor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except in the ordinary course of business or to the extent expressly permitted in the Security Agreement or the Promissory Notes, the Debtor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

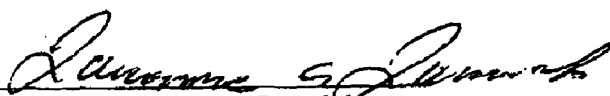
The foregoing security interest is granted in conjunction with the security interests granted by the Debtor to the Grantees pursuant to the Security Agreement. The Debtor acknowledges and affirms that the rights and remedies of the Grantees with respect to the security interest in the Patent Collateral 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.

Each Grantee hereby agrees that the security interest granted to each Grantee hereby secures the Obligations (as identified in the Security Agreement) and that the claim of each such Grantee in the Patent Collateral shall rank *pari passu* with respect to that of each other Grantee, and that any payment or distribution made to the Grantees upon or with respect to their respective security interests in the Patent Collateral shall be made pro rata in accordance with the then outstanding principal amounts of the Promissory Notes purchased by each such Grantee, as indicated in Schedule I to the Security Agreement.

This security interest shall terminate upon the repayment in full of the Promissory Notes or conversion thereof upon which Lenders shall cooperate in the filing of the necessary or appropriate documents and instruments to release the security interest created hereby and will execute and deliver any and all documents and/or instruments reasonably requested by Debtor in connection therewith.

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19th day of September, 2007.

DRC COMPUTER CORPORATION

By: 
Name: Lawrence A. Laurich
Title: President and Chief Executive Officer

ACKNOWLEDGED:

SECURED PARTIES:

TOPSPIN MINIFUND, L. P.

By: LG Management II, LLC
General Partner

By: _____
Name: Leo Guthart
Title: Managing Member

TOPSPIN FUND, L. P.

By: LG Management II, LLC
General Partner

By: _____
Name: Leo Guthart
Title: Managing Member

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

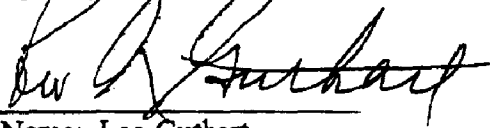
By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive Officer

ACKNOWLEDGED:

SECURED PARTIES:

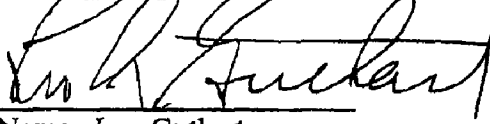
TOPSPIN MINIFUND, L. P.

By: LG Management, LLC
General Partner

By: 
Name: Leo Guthart
Title: Managing Member

TOPSPIN FUND, L. P.

By: LG Management, LLC
General Partner

By: 
Name: Leo Guthart
Title: Managing Member

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive
Officer

ACKNOWLEDGED:

SECURED PARTIES:

FRED & BARBARA HANEY
REV TRUST U/D/T 9/4/96

(Investor)

By: Fred M. Haney
(Signature)

Name: FRED HANEY
Title: President & Trustee

Address: 3433 Paseo del Campo
Palos Verdes Est. CA 90274
Fax: (310) 373-9961

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive Officer

ACKNOWLEDGED:

SECURED PARTIES:

The Bechler Family Trust
(Investor)

By: [Signature]
(Signature)

Name: Tom Bechler
Title: Trustee

Address: 2299 Via La Brea
PVE, CA 90244
Fax: 310 378 1805

IN WITNESS WHEREOF, the Company has caused this Senior Secured Convertible Promissory Note to be duly executed and delivered by its duly authorized officer as of the date first above written.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and CEO

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive
Officer

ACKNOWLEDGED:

SECURED PARTIES:

PROTON L. WOLKEN
(Investor)

By: [Signature]
(Signature)

Name: PROTON L. WOLKEN
Title: PRIVATE INVESTOR

Address: 27345 DEER SPRINGS WAY
LOS ALTOS HILLS, CA 94022
Fax: 650-941-1414

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive
Officer

ACKNOWLEDGED:

SECURED PARTIES:

The Bernacchi Revocable Trust

(Investor)

By: [Signature]
(Signature)

Name: RICHARD L. BERNACCHI
Title: Trustee

Address:

R.L. Bernacchi
610 Crestview Drive
Fax: Ojai, CA 93023


IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.

DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive
Officer

ACKNOWLEDGED:

SECURED PARTIES:

Deepak Khosla
(Investor)
By:  _____
(Signature)

Name: Deepak Khosla
Title: _____

Address:
1008 Candlelight Ln.
Houston, TX 77018
Fax: _____

IN WITNESS WHEREOF, the Debtor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of September, 2007.


DRC COMPUTER CORPORATION

By: _____
Name: Lawrence A. Laurich
Title: President and Chief Executive
Officer

ACKNOWLEDGED:

SECURED PARTIES:

GERARD J. MURFITT
(Investor)

By: 
(Signature)

Name: _____

Title: _____

Address:

14525 S.W. MILLIKAN # 26075

Beverton, OR 97005

Fax: _____

STATE OF California)

) ss.:

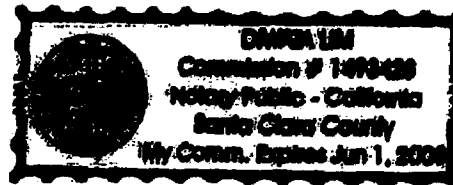
COUNTY OF Santa Clara

I, Diwata Lim, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Lawrence Lannich of DRC Computer Corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 19th day of September, 2007.

[Seal]

Diwata Lim
Signature of notary public
My commission expires 06/01/08



LIST OF LENDERS / NOTE AMOUNTS

<u>Name</u>	<u>Principal Amount of Note</u>
Topspin Minifund, L.P. Three Expressway Plaza Roslyn Heights, NY 11577	\$997,968.31
Topspin Fund, L.P. Three Expressway Plaza Roslyn Heights, NY 11577	\$881,428.27
Fred & Barbara Haney Revocable Trust d. 9/4/96	\$13,504.27
Thomas A. & Barbara A. Bechler Family Trust d.9/4/96	\$17,555.56
Peter Wolken	\$13,504.27
Richard Bernacchi Revocable Trust	\$10,000.00
Deepak Khosla and Joan Khosla	\$19,468.41
Gerard Murfitt	\$14,640.00

NAME AND ADDRESS OF ADDITIONAL RECEIVING PARTIES:

Topspin Minifund, L.P.
Three Expressway Plaza
Roslyn Heights, NY 11577

Fred & Barbara Haney Revocable Trust d. 9/4/96
3433 Paseo del Campo
Palos Verdes Estates, CA 90274

The Bechler Family Trust
2229 Via La Brea
Palos Verdes Estates, CA 90274

Peter Wolken
27345 Deer Springs Way
Los Altos Hills, CA 94022

The Bernacchi Revocable Trust
610 Crestview Drive
Ojai, CA 93023

Deepak Khosla
1008 Candlelight Lane
Houston, TX 77018

Gerard Murfitt
14575 S.W. Millikan Way # 26075
Beaverton, OR 97005

PATENTS AND PATENT APPLICATIONS

Patents Issued:

- 1) DRC Patent 5,684,980 issued 1997 (applied 1992) "FPGA Based Computer for Executing a Sequence of Program Instructions by Successively Reconfiguring a Group of FPGA's in Response to those Instructions". Covers the runtime generation of bitstreams.
- 2) DRC Patent 5,802,290 issued 1998 (applied 1994) "Computer Network of Distributed Virtual Computers which are Each Reconfigurable in Response to Instructions". Patent also contains claims about delivering bitstreams over a network.
- 3) DRC Patent 6,023,755 issued 2000 "A Computer with Programmable Arrays which are Reconfigurable in Response to Instructions to be Executed". This patent strengthens the claims of patent (1) and (2).
- 4) DRC Patent 6,178,494 issued 2001 "Modular, Hybrid Processor with FPGA's and Method for Producing a Reconfigurable Processor".
- 5) DRC Patent 6,289,440 issued 2001 "A Virtual Computer of Plural FPGA's Successively Reconfigured in Response to a Succession of Inputs". Further strengthens patents (1), (2), and (3).

Patent Applications:

- 1) Provisional Application # 60/820,730 filed July 28, 2006. "FPGA Co-Processor For Accelerated Computation".
- 2) Provisional Application #60/865,356 filed November 10, 2006. "FPGA Co-Processor With On-Board Dram Memory".
- 3) Provisional Application #60/826060 filed September 18, 2006. "General Purpose Coprocessor Socket on Server Motherboards".
- 4) Patent Application #11/829,804 claiming priority to Provisional Applications (1) and (2) filed July 27, 2007. "Configurable Processor Module Using a Programmable Logic Device".
- 5) Patent Application #11/829,801 filed July 27, 2007. "FPGA Co-Processor for Accelerated Computation".
- 6) Provisional Application #60/964,615 filed August 13, 2007. "Reboot Reconfiguration of an Accelerator Module Having a Programmable Logic Device".

W:\WDOX\CLIENTS\3720\40\AGREE\00047520.DOC