

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
Daniel E. Leckrone	12/14/2007
ChipScale, Inc.	12/14/2007
Technology Properties Limited	12/14/2007

RECEIVING PARTY DATA

Name:	Phil P. Marcoux
Street Address:	335 Chatham Way
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94040

PROPERTY NUMBERS Total: 18

Property Type	Number
Patent Number:	5280194
Patent Number:	5403729
Patent Number:	5441898
Patent Number:	5444009
Patent Number:	5521420
Patent Number:	5592022
Patent Number:	5455187
Patent Number:	5557149
Patent Number:	5656547
Patent Number:	5789817
Patent Number:	5904496
Patent Number:	6051489
Patent Number:	6121119

OP \$720.00 5280194

Patent Number:	6355981
Patent Number:	6414585
Patent Number:	6954130
Patent Number:	6833986
Patent Number:	6946734

CORRESPONDENCE DATA

Fax Number: (408)850-3280

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

Phone: 650-274-7762

Email: oneppm@aol.com

Correspondent Name: Phil Marcoux

Address Line 1: 335 Chatham Way

Address Line 4: Mountain View, CALIFORNIA 94040

NAME OF SUBMITTER:

Phil P. Marcoux

Total Attachments: 10

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SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of 14 December, 2007 (this "Security Agreement"), is executed by Chipscale, Inc., a California corporation ("Company") and Daniel Leckrone ("Purchaser"), in favor of Phil Marcoux as the sellers' representative (the "Sellers' Representative") for the benefit of and on behalf of each of the individuals set forth on Schedule 1 (each a "Seller" and collectively, the "Sellers"). Capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. The parties hereto have entered into that certain Amended and Restated Purchase Agreement date as of the date hereof (the "Purchase Agreement"), with Technology Properties Limited and each of the Sellers pursuant to which the Sellers have agreed to sell all of the outstanding capital stock of the Company (the "Company Stock") to Purchaser.

B. Pursuant to the terms of the Purchase Agreement, the Purchaser has agreed to pay Purchase Price over a period of time as more fully set forth in Article I of the Purchase Agreement. In order to induce the Sellers to accept such deferred payments, the Purchaser has agreed (i) to pledge the Company Stock as collateral for the unpaid portion of the Purchase Price and (ii) to cause the Company to grant a security interest in all of its assets as collateral for the unpaid portion of the Purchase Price, in each case, pursuant to the terms of this Security Agreement.

C. Pursuant to the Purchase Agreement, the Sellers have appointed the Seller's Representative as their agent with respect to the Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Purchaser and the Company hereby agree with the Sellers' Representative as follows:

1. Definitions and Interpretation. Unless otherwise defined herein, all terms defined in the California Uniform Commercial Code (the "UCC") shall have the respective meanings given to those terms in the UCC.
2. The Pledge. To secure the Obligations as defined in Section 4 hereof, Purchaser hereby pledges to Sellers' Representative for the benefit of the Sellers, a security interest in all of the Purchaser's right, title and interest, whether now owned or hereafter acquired, in all of the following (the "Pledged Collateral"): the securities of the Company, together with any additional securities of the Company hereafter acquired by the Purchaser (collectively, the "Pledged Securities").
3. The Security Interest. To secure the Obligations as defined in Section 4 hereof, the Company hereby grants to Sellers' Representative for the benefit of the Sellers, a security interest in, all of the Company's right, title and interest, whether now owned or hereafter acquired, in all of the property or assets of the Company (collectively, the "Collateral"), including the patents listed on the Schedule 2 hereto.

4. Security for Obligations. The obligations secured by this Security Agreement (the "Obligations") shall mean the payment of the unpaid portion of the Purchase Price.

5. Further Assurances. The Purchaser and the Company each hereby agree that at any time and from time to time, such parties will promptly execute and deliver all further instruments and documents, including without limitation all additional Pledged Securities, and take all further action that the Sellers' Representative may reasonably request, in order to perfect and protect any security interest granted hereby. Seller's Representative shall promptly take all action necessary or the Company reasonably deems necessary with respect to any Pledged Collateral or Collateral upon full payment of the Purchase Price.

6. Sellers' Representative Appointed Attorney-in-Fact. The Purchaser and the Company each hereby appoint Sellers' Representative as their attorney-in-fact, with full authority in the place and stead of such parties and in the name of such parties, from time to time in Sellers' Representative's reasonable discretion and to the full extent permitted by law to take any action and to execute any instrument which is necessary to accomplish the purposes of this Security Agreement in accordance with the terms and provisions hereof. The powers conferred on Sellers' Representative hereunder are solely to protect its interests in the Pledged Collateral and the Collateral and shall not impose any duty upon Sellers' Representative to exercise any such powers.

7. Miscellaneous.

(a) Event of Default. Any breach of Purchaser's payment obligation under the Purchase Agreement shall constitute a default hereunder and Seller's Representative, for and on behalf of the Sellers, shall have all of the rights of a secured party hereunder and under applicable law.

(b) Notices. All notices shall be made in the manner provided in the Purchase Agreement.

(c) Nonwaiver. No failure or delay on Sellers' Representative's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Sellers' Representative, the Purchaser and the Company. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of Sellers' Representative for the benefit of the Sellers, the Purchaser and the Company and their respective successors and assigns; provided, however, that the Purchaser and the Company may not assign its rights and duties hereunder without the prior written consent of Sellers' Representative.

(f) Cumulative Rights, etc. The rights, powers and remedies of Sellers' Representative under this Security Agreement shall be in addition to all rights, powers and remedies given to Sellers' Representative virtue of any applicable law, rule or regulation of any governmental authority, or any other agreement, all of which rights, powers, and remedies shall be cumulative and

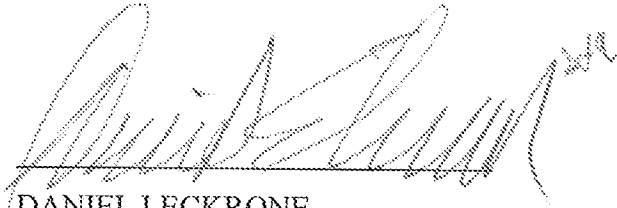
may be exercised successively or concurrently without impairing Sellers' Representative's rights hereunder.

(g) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC).

(h) Counterparts. This Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute but one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed as of the day and year first above written.



DANIEL LECKRONE

CHIPSCALE, INC., a California corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

PHIL MARCOUX, as Sellers' Representative
for the benefit of and on behalf of the Sellers

IN WITNESS WHEREOF, Debtor has caused this Security Agreement to be executed as of the day and year first above written.

DANIEL LECKRONE

CHIPSCALE, INC., a California corporation

By: B. L. Long

Name: Billy L. LONG

Title: PRESIDENT

ACKNOWLEDGED AND AGREED:

Phil Marcoux

PHIL MARCOUX, as Sellers' Representative
for the benefit of and on behalf of the Sellers

SCHEDULE 1
TO SECURITY AGREEMENT
SELLERS

1520 Partners
Allan Johnson
Annette Severiens, J.C. Severiens Trust
Chuck Harwood
Don Bolton
Don Richmond
Doug Peltzer
Groom and Cave
James Young
Lida Urbanek
Michael Lancaster
Mpulse Microwave, Inc.
Paul Franklin
Phil Marcoux
Richard H. Vaccarello
Jennifer DeGolia
Rick DeGolia
Wendell Sander
WS Investment Company 96A

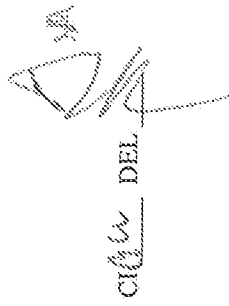
SCHEDULE 2
TO SECURITY AGREEMENT

SCHEDULE OF PATENTS

(see attached)

Schedule of Chipscale Patents

<u>PAT</u>	<u>JUR</u>	<u>PAT NO</u>	<u>DESCRIPTION</u>	<u>PRIORIT</u>	<u>FILED</u>	<u>ISSUED</u>	<u>EXPIRES</u>
Issued:	US - 20 Non US - 14	US - 0 Non US - 2 (P005FRG, P005JP)		Allowed: In Process:	US - 0 0		
Pending:							
	US	5,280,194	Electrical apparatus with a metallic layer coupled to a lower region of a substrate and metallic layer coupled to a lower region of a semiconductor device	Y	9/04/1992	1/18/1994	1/18/2011
	US	5,403,729	Fabricating a semiconductor with an insulative coating		5/27/1992	4/4/1995	4/4/2012
	US	5,441,898	Fabricating a semiconductor with an insulative coating		12/23/1994	8/15/1995	8/15/2012
	US	5,444,009	Fabricating a semiconductor with an insulative coating		12/23/1994	8/22/1995	8/22/2012
	US	5,521,420	Fabricating a semiconductor with an insulative coating		7/5/1994	5/28/1996	5/28/2013
	US	5,592,022	Fabricating a semiconductor with an insulative coating		7/5/1994	1/7/1997	1/7/2014
	US	5,455,187	Method of making a semiconductor device with a metallic layer coupled to a lower region of a substrate and metallic layer coupled to a lower region of a semiconductor device		11/1/1994	10/3/1995	10/3/2012
	US	5,557,149	Semiconductor fabrication with contact processing for wrap-around flange interface		3/24/1995	9/17/1996	9/17/2013
	US	5,656,547	Method for making a leadless surface mounted device with wrap-around flange interface contacts		5/11/1994	8/12/1997	8/12/2014
	US	5,789,817	Electrical apparatus with a metallic layer coupled to a lower region of a substrate and a metallic layer coupled to a lower region of a semiconductor device		11/15/1996	8/4/1998	8/4/2018



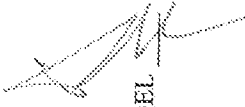
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PAT FAM	JUR	PAT NO	DESCRIPTION	PRIORIT Y	FILED	ISSUED	EXPIRES
US		5,904,496	Wafer fabrication of inside-wrapped contacts for electronic devices		1/24/1997	5/18/1999	5/18/2019
US		5,910,687	Wafer fabrication of die-bottom contacts for electronic devices		1/24/1997	6/8/1999	6/8/2019
US		6,051,489	Electronic component package with posts on the active side of the substrate		5/13/1997	4/18/2000	4/18/2020
US		6,121,119	Resistor fabrication		5/29/1997	9/19/2000	9/19/2020
US		6,221,751	Wafer fabrication of die-bottom contacts for electronic devices		6/26/1998	4/24/2001	4/24/2021
US		6,355,981	Wafer fabrication of inside-wrapped contacts for electronic devices		1/21/1999	3/12/2002	3/12/2022
US		6,414,585	Integrated passive components and package with posts		5/13/1997	7/2/2002	7/2/2022
US		6,954,130	Integrated passive components and package with posts		2/7/2002	10/11/2005	10/11/2025
US		6,833,986	Integrated passive components and package with posts		2/20/2004	12/21/2004	12/21/2024
US		6,946,734	Integrated passive components and package with posts		2/20/2004	9/20/2005	9/20/2025
HK		HK1012776	Semiconductor fabrication with contact processing for wrap-around flange interface		4/27/1995	6/23/2000	6/23/2017
HK		HK1011454	Resistor fabrication		11/30/1998	6/23/2000	6/23/2020
Singapore		34858 (WO95/31829)	Semiconductor fabrication with contact processing for wrap-around flange interface		4/27/1995	3/20/1998	3/20/2015
Singapore		34853	Resistor fabrication		6/1/1995	11/16/1998	11/16/2015
UK		GB2302210	Semiconductor fabrication with contact processing for wrap-around flange interface		4/27/1995	9/16/1998	9/16/2015
UK		GB2302452	Resistor fabrication		6/1/1995	11/18/1998	11/18/2015
UK		GB2316541	Resistor fabrication		11/7/1997	11/18/1998	11/18/2018
UK		GB2337636	Wafer fabrication of inside-wrapped contacts for electronic devices		1/26/1998	1/16/2002	1/16/2022

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<u>PAT</u> <u>FAM</u>	<u>JUR</u>	<u>PAT NO</u>	<u>DESCRIPTION</u>	<u>PRIORIT</u> <u>Y</u>	<u>FILED</u>	<u>ISSUED</u>	<u>EXPIRES</u>
	UK	GB2336034	Wafer fabrication of die-bottom contacts for electronic devices		1/26/1998	12/19/2001	12/19/2021
	UK	GB2341003	Integrated passive components and package with posts		5/13/1998	4/3/2002	4/3/2022
	UK	GB2341277	Electronic component package with posts on the active side of the substrate		5/13/1998	8/21/2002	8/21/2022
	South Korea	133730	An Improved Beam Leads for Schottky-barrier diodes		11/20/1989	12/24/1997	12/24/2014
	South Korea	343030	Semiconductor fabrication with contact processing for wrap-around flange interface		4/27/1995	6/21/2002	6/21/2019
	South Korea	358446	Resistor fabrication		6/1/1995	10/14/2002	10/14/2019
	South Korea	10-0555241	Electronic component package with posts on the active side of the substrate		5/13/1998	2/20/2006	2/20/2026
	South Korea	10-0555237	Integrated passive components and package with posts		5/13/1998	2/20/2006	2/20/2026

This Schedule of Patents shall be deemed to include the items listed above, as well as all progenitors, progeny and enhancements thereof, and all additions, changes, amendments, modifications, actions, counterparts, continuations, continuations-in-part, extensions, reissues, divisionals and/or renewals of such progenitors, progeny and enhancements.

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