

02-10-2009



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PATENT
RECORDATION FORM COVER SHEET
PATENTS ONLY

Filing Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

LUMINESCENT TECHNOLOGIES, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/24/08

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal Address: _____

Street Address: 2010 North First Street

City: San Jose

State: CA

Country: US Zip: 95131

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

11/674,130; 11/674,133; 11/549,846; 10/408,924; 11/531,673;
11/225,378; 11/538,290; 11/538,420; 11/335,018; 11/538/782;
11/245,691; 11/539,601; 11/773,923; 60/972,676; 60/972,683;
60/972,692; 61/045,201; 61/045,205

B. Patent No.(s)

7,124,394; 7,178,127;

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jeffrey T. Klugman

Internal Address: _____

Street Address: 4 Embarcadero Center, Suite 4000

City: San Francisco

State: CA Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 800.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

02/09/2009 DRYRNE 00000076 11674130
Authorized User Name
01 FC:8021

800.00 OP

9. Signature:

Signature

2/4/09

Date

Jeffrey T. Klugman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

13

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 24, 2008, by and between LUMINESCENT TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC. ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement dated as of October 13, 2006, as amended by an Amendment No. 1 thereto of even date herewith (as amended, the "Loan Agreement") between Grantor, as borrower, and Secured party, as lender, Secured Party agreed to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to continue to extend such financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit "A" attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit "B" attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit "C" attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

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

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

(g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has rights (as defined in UCC) in the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Borrower deems it to be in the best interest of Borrower's business;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits "A," "B" and "C" hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits "A," "B" and "C"), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party'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 interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will 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 Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits "A," "B" and "C," hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the

continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

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

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This 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.

[Signature Page Follows]

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

GRANTOR:

Address of Grantor:

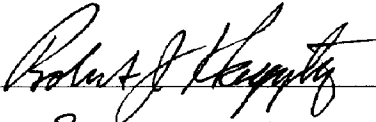
LUMINESCENT TECHNOLOGIES, INC.

2471 East Bayshore Road, Suite 600
Palo Alto, CA 94303
Attn: Chief Financial Officer

By:

Name:

Its:



BOB HAGGERTY

CFO

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By:

Name:

Its:

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

GRANTOR:

Address of Grantor:

LUMINESCENT TECHNOLOGIES, INC.

2471 East Bayshore Road, Suite 600
Palo Alto, CA 94303
Attn: Chief Financial Officer

By: _____

Name: _____

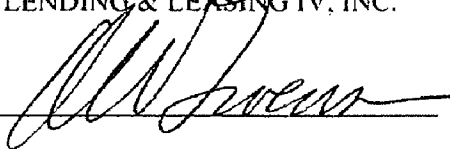
Its: _____

SECURED PARTY:

Address of Secured Party:

VENTURE LENDING & LEASING IV, INC.

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

By: _____

Name: Ronald Swenson

Its: Chief Executive Officer

EXHIBIT "A"

Copyrights

None

EXHIBIT "B"

DOCKET NO.	SERIAL NO. PATENT NO.	FILING DATE ISSUE DATE	PUB. NO.	Patents		STATUS	RELATED	INVENTORS
				TITLE				
707.201	10/408,928 7,124,394	04/06/2003 10/17/2006		METHOD FOR TIME-EVOLVING RECTILINEAR CONTOURS REPRESENTING PHOTO MASKS		ISSUED		DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
707.301	11/209,268 7,178,127	08/22/2005 02/13/2007	US 2007-0011645 A1	METHOD FOR TIME-EVOLVING RECTILINEAR CONTOURS REPRESENTING PHOTO MASKS		ISSUED	CON 707.201	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
707.302	11/674,130	02/12/2007	US 2007-0136716 A1	METHOD FOR TIME-EVOLVING RECTILINEAR CONTOURS REPRESENTING PHOTO MASKS		PUBLISH ED	CON 707.301	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
707.303	11/674,133	02/12/2007	US 2007-0192756 A1	METHOD FOR TIME-EVOLVING RECTILINEAR CONTOURS REPRESENTING PHOTO MASKS		PUBLISH ED	CON 707.301	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
707.401	11/549,846	10/16/2006	US 2007-0198966 A1	METHOD FOR TIME-EVOLVING RECTILINEAR CONTOURS REPRESENTING PHOTO MASKS		ALLOWE D	DIV 707.301	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.201	10/408,924	04/06/2003	US 2007-0011644 A1	OPTIMIZED PHOTOMASKS FOR PHOTOLITHOGRAPHY		PUBLISH ED	708.301	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.202	11/531,673	09/13/2006	US 2007-0184357 A1	SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY		PUBLISH ED	708.101	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.301	11/225,378	09/12/2005	US 2007-0011647 A1	OPTIMIZED PHOTOMASKS FOR PHOTOLITHOGRAPHY		PUBLISH ED	CON 708.201	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.601 PCT	US2006/359 85	09/13/2006	WO/2007/03 3362	SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY		PUBLISH ED	708.101	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER

DOCKET NO.	SERIAL NO. PATENT NO.	FILING DATE ISSUE DATE	PUB. NO.	TITLE	STATUS	RELATED	INVENTORS
708.611 EPC	06814717.2	09/13/2006		SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY	PENDING	National phase 708.601	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.711 CN	0680039952.8	09/13/2006		SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY	PENDING	National phase 708.601	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.761 JP		09/13/2006		SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY	PENDING	National phase 708.601	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.771 KR	2008-7008802	09/13/2006		SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY	PENDING	National phase 708.601	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
708.851 TW	095133914	09/13/2006		SYSTEMS, MASKS, AND METHODS FOR PHOTOLITHOGRAPHY	PUBLISHED	708.101	DANIEL S. ABRAMS DANPING PENG STANLEY OSHER
719.201	11/538,290	10/03/2006	US 2007-0184369 A1	LITHOGRAPHY VERIFICATION USING GUARD BANDS	PUBLISHED	719.101	DANIEL S. ABRAMS CHRISTOPHER JAMES ASHTON
719.601 PCT	US2006/38691	10/03/2006	WO/2007/041602	LITHOGRAPHY VERIFICATION USING GUARD BANDS	PUBLISHED	719.101	DANIEL S. ABRAMS CHRISTOPHER JAMES ASHTON
720.201	11/538,420	10/03/2006	US 2007-0186208 A1	MASK-PATTERN DETERMINATION USING TOPOLOGY TYPES	PUBLISHED	720.101	DANIEL S. ABRAMS CHRISTOPHER JAMES ASHTON
720.601 PCT	US2006/38688	10/03/2006	WO/2007/041600	MASK-PATTERN DETERMINATION USING TOPOLOGY TYPES	PUBLISHED	720.101	DANIEL S. ABRAMS CHRISTOPHER JAMES ASHTON
721.201	11/335,018	01/18/2006	US 2006-0172204 A1	SYSTEMS, MASKS AND METHODS FOR PRINTING CONTACT HOLES AND OTHER PATTERNS	PUBLISHED	701.101 721.101	DANPING PENG YONG LIU DANIEL S. ABRAMS
721.601 PCT	US2006/01854	01/18/2006	WO/2006/078791	SYSTEMS, MASKS AND METHODS FOR PRINTING CONTACT HOLES AND OTHER PATTERNS	PUBLISHED		DANPING PENG YONG LIU DANIEL S. ABRAMS

DOCKET NO.	SERIAL NO. PATENT NO.	FILING DATE ISSUE DATE	PUB. NO.	TITLE	STATUS	RELATED	INVENTORS
721.771 KR	2007-7018939	01/18/2006		SYSTEMS, MASKS AND METHODS FOR PRINTING CONTACT HOLES AND OTHER PATTERNS	PENDING	721.601	DANPING PENG YONG LIU DANIEL S. ABRAMS
721.851 TW	095101905	01/17/2006		SYSTEMS, MASKS AND METHODS FOR PRINTING CONTACT HOLES AND OTHER PATTERNS	PUBLISHED	721.601	DANPING PENG YONG LIU DANIEL S. ABRAMS
722.201	11/538,782	10/04/2006	US 2007-0196742 A1	MASK-PATTERNS INCLUDING INTENTIONAL BREAKS	PUBLISHED	722.101	DANIEL S. ABRAMS DANPING PENG YONG LIU PAUL RISSMAN
722.601 PCT	US2006/39090	10/04/2006	WO/2007/041701	MASK-PATTERNS INCLUDING INTENTIONAL BREAKS	PUBLISHED	722.101	DANIEL S. ABRAMS DANPING PENG YONG LIU PAUL RISSMAN
723.501	11/245,691	10/06/2005	US 2007-0009808 A1	SYSTEMS, MASKS, AND METHODS FOR MANUFACTURABLE MASKS	PUBLISHED	701.101 716.101 717.101	DANIEL S. ABRAMS DAVID IRBY
724.201	11/539,601	10/06/2006	US 2007-0186206 A1	SYSTEMS, MASKS, AND METHODS FOR PHOTOMASKS OPTIMIZED WITH APPROXIMATE AND ACCURATE FUNCTIONS	PUBLISHED	724.101	DANIEL S. ABRAMS DANPING PENG
726.601 PCT	US2007/78913	09/19/2007	WO/2008/039674	PHOTO-MASK AND WAFER IMAGE RECONSTRUCTIONS	PUBLISHED	726.101	MOSHE E. PREIL ALEX N. HEGYI DANIEL S. ABRAMS
727.201	11/773,923	07/05/2007		PHYSICAL-RESIST MODEL USING FAST SWEEPING	PENDING		DANPING PENG
728.101	60/972,676	09/14/2007		WRITE-PATTERN DETERMINATION FOR MASKLESS LITHOGRAPHY	PENDING		DANIEL S. ABRAMS TIMOTHY LIN
729.101	60/972,683	09/14/2007		SYSTEM FOR DETERMINING REPETITIVE WORK UNITS	PENDING		JORDAN GERGOV ALLEN BAISUCK
730.101	60/972,692	09/14/2007		TECHNIQUE FOR DETERMINING MASK PATTERNS AND WRITE PATTERNS	PENDING		THOMAS C. CECIL

DOCKET NO.	SERIAL NO. PATENT NO.	FILING DATE ISSUE DATE	PUB. NO.	TITLE	STATUS	RELATED	INVENTORS
731.101	61/045,201	04/15/2008		MASK PATTERNS FOR USE IN MULTIPLE- EXPOSURE LITHOGRAPHY	PENDIN G		ROBERT GLEASON; TIMOTHY LIN; ANDREW MOORE; BENNETT OLSON; PAUL RISSMAN
732.101	61/045,205	04/15/2008		TECHNIQUE FOR CORRECTING HOTSPOTS IN MASK PATTERNS AND WRITE PATTERNS	PENDIN G		LINYONG PANG; KELLY GORDON RUSSELL; JOHN MCCARTY; YONG LIU

EXHIBIT "C"

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US		Applied for Nov. 12, 2004.
LUMINESCENT TECHNOLOGIES	Open	
China		
LUMINESCENT TECHNOLOGIES - Goods	4652000	Registered Feb. 28, 2008. Applied for May 12, 2005
LUMINESCENT TECHNOLOGIES - Services	Open	
Taiwan		
LUMINESCENT TECHNOLOGIES	01220003	Registered July 16, 2006.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US		Applied for Nov. 12, 2004.
LUMINESCENT TECHNOLOGIES	Open	
China		
LUMINESCENT TECHNOLOGIES - Goods	4652000	Registered Feb. 28, 2008. Applied for May 12, 2005
LUMINESCENT TECHNOLOGIES - Services	Open	
Taiwan		
LUMINESCENT TECHNOLOGIES	01220003	Registered July 16, 2006.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US		Applied for Nov. 12, 2004.
LUMINESCENT TECHNOLOGIES	Open	