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US No. 0651-0027 (exp. 03/31/2009)

09-24-2009

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



103575006

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)

Advanced Inquiry Systems, Inc.
20520 NW Evergreen Parkway, Suite E 100
Hillsboro, Oregon 97124

Citizenship: Delaware, U.S.A.

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

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

Execution Date(s) September 11, 2009

☐ 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: Peninsula Master Fund, Ltd.

Internal Address: 235 Pine Street, Suite 1600

Street Address: 235 Pine Street, Suite 1600

City: San Francisco

State: California

Country: USA Zip: 94104

Citizenship: Cayman Islands

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

11/339,102; 12/074,904; 12/077,670; 12/325,269; 12/079,159

B. Patent No.(s)

6737879; 6836130; 6991969; 7282931; 7379641; 7453277; 7456643;
7459924; 7460752; 7489148; 7498800; 7532021; 7532022; 7579852;
7572132;

Additional numbers attached? ☒ Yes ☐ No

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

Name: Gary Serbin, Esq.

Internal Address: Lovells LLP

Street Address: 590 Madison Avenue, 6th Floor

City: New York

State: New York Zip: 10022

Phone Number: 212-909-0659

Fax Number: 212-909-0660

Email Address: Gary.Serbin@lovells.com

6. Total number of applications and patents involved: 52

7. Total fee (37 CFR 1.21(h) & 3.41) \$2,080.00

☒ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 504767

Authorized User Name Gary Serbin

09/23/2009 DRYNE 00000023 504767 11339182

01 FC:0021

2009 SEP 16 2009

Date

9. Signature:

Gary Serbin
Signature

Gary Serbin

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

PATENT
REEL: 023282 FRAME: 0070

Annex 1

Additional Name(s) and Addresses of Receiving Party(ies):

Peninsula Technology Fund, LP
235 Pine Street, Suite 1600
San Francisco, California 94104
Citizenship: State: Delaware, USA

QVT Fund LP
1177 Avenue of the Americas, 9th Floor
New York, New York 10036
Citizenship: Cayman Islands

Quintessence Fund LP
1177 Avenue of the Americas, 9th Floor
New York, New York 10036
Citizenship: Cayman Islands

Additional Patent Applications.

11/729,039
11/811,880
11/879,419
12/284,618
12/347,995
12/404,277
12/427,748
12/547,418
60/786,928
60/811,673
60/812,152
60/812,301
60/830,827
60/834,063
60/834,064
60/836,488
60/901,717
60/919,521
60/921,760
60/937,286
60/962,873
60/963,739
60/965,150
60/965,244
60/994,946
61/001,342
61/001,363
61/009,587
61/069,457
61/113,507
61/113,544
61/143,355

PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Agreement"), dated as of September 11, 2009 is entered into by and between ADVANCED INQUIRY SYSTEMS INC., a Delaware corporation (the "Grantor"), and the Noteholders (as defined below).

WHEREAS, pursuant to the Security Agreement (as defined below), the Grantor is granting a security interest to the Noteholders in substantially all of its personal property whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents (as defined below) listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Noteholders hereby agree as follows:

SECTION 1. Defined Terms.

(a) "Noteholders" shall mean PENINSULA MASTER FUND LTD., PENINSULA TECHNOLOGY FUND LP, QVT FUND LP and QUINTESSENCE FUND LP and their respective successors and assigns;

(b) Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of September 11, 2009, between, among others, the Grantor and the Noteholders (the "Security Agreement");

SECTION 2. Grant of Security Interest in Patent Collateral. To secure its respective Obligations, the Grantor hereby pledges and grants to the Noteholders (as joint tenants), a security interest in all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral");

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, "Patents"), including, but not limited to, each patent and patent application referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) all agreements providing for the granting of any right in or to Patents (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule A hereto (collectively, "Patent Licenses");

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof;

(d) all rights corresponding thereto throughout the world;

(e) all inventions and improvements described therein;

(f) all rights to sue for past, present and future infringements thereof;

(g) all licenses, claims, damages, and proceeds of suit arising therefrom; and

(h) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Noteholders pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Noteholders with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Noteholders may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Patent or Patent License or any Patent or Patent License acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Patents in which the Grantor no longer has or claims any right, title or interest.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

SECTION 6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Noteholders and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Required Holders, assign any right, duty or obligation hereunder.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantor and the Noteholders have caused this Agreement to be duly executed and delivered as of the date first above written.

**ADVANCED INQUIRY SYSTEMS INC., as a
Grantor**

By:

Charles L. Wiley
Name: Charles L. Wiley
Title: Chief Administrative Officer

PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general partner

By:

Name:
Title:

PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general partner

By:

Name:
Title:

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By:

Name:
Title:

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By:

Name:
Title:

[Signature Page to Patent Security Agreement]


IN WITNESS WHEREOF, the Grantor and the Noteholders have caused this Agreement to be duly executed and delivered as of the date first above written.

**ADVANCED INQUIRY SYSTEMS INC., as a
Grantor**

By: _____
Name:
Title:

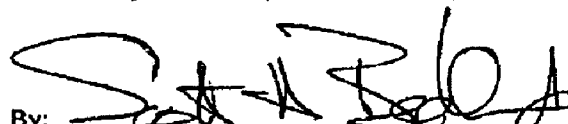
PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general partner

By: 
Name: Scott A. Bedford
Title: Authorized Signatory

PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general partner

By: 
Name: Scott A. Bedford
Title: Authorized Signatory

QVT FUND LP

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By: _____
Name:
Title:

[Signature Page to Patent Security Agreement]

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**ADVANCED INQUIRY SYSTEMS INC., as a
Grantor**

By: _____
Name:
Title:

PENINSULA MASTER FUND LTD

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

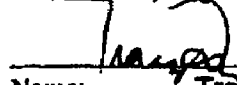
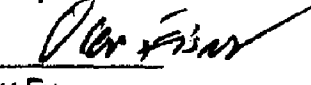
PENINSULA TECHNOLOGY FUND LP

By: Peninsula Capital Management LP, its general partner

By: _____
Name:
Title:

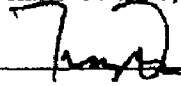
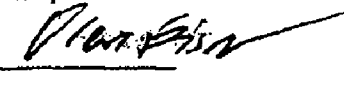
QVT FUND LP

By: QVT Associates GP LLC, its general partner

By:  
Name: Tracy Fu
Title: Managing Member Oren Eloner
Authorized Signatory

QUINTESSENCE FUND L.P.

By: QVT Associates GP LLC, its general partner

By:  
Name:
Title: Tracy Fu
Managing Member Oren Eloner
Authorized Signatory

[Signature Page to Patent Security Agreement]

PATENT SECURITY AGREEMENT

1. 16 U.S. Registered Patents

Patent Number	Title
6,737,879	Method and Apparatus for Wafer Scale Testing
6,836,130	Method and Apparatus for Wafer Scale Testing
6,991,969	Method and Apparatus for Addition of Electrical Conductors to Previously Fabricated Device
7,282,931	Full Wafer Contacter and Applications Thereof
7,379,641	Fiber-based optical alignment system
7,453,277	Apparatus for full-wafer test and burn-in mechanism
7,456,643	Methods for multi-modal wafer testing using edge-extended wafer translator
7,459,924	Apparatus for providing electrical access to one or more pads of the wafer using a wafer translator and a gasket
7,460,752	Fiber-based optical alignment system
7,489,148	Methods for access to a plurality of unsingulated integrated circuits of a wafer using single-sided edge-extended wafer translator
7,498,800	Methods and apparatus for rotationally accessed tester interface
7,532,021	Methods And Apparatus For Translated Wafer Stand-In Tester
7,532,022	Method and Apparatus For Multi-Planar Edge-Extended Wafer Translator
7,579,852	Wafer Translator Having Metallization Pattern Providing High Density Interdigitated Contact Pads For Component Placement
7,572,132	Methods And Apparatus For Flexible Extension Of Electrical Conductors Beyond The Edges Of A Substrate
Just allowed App 11/339,102	Method and Apparatus for Addition of Electrical Conductors to Previously Fabricated Device

2. Four Patents in Condition for Allowance

Docket Number	Application Number	Title
P048	12/074,904	A Wafer Translator Having A Silicon Core Fabricated With Printed Circuit Board Manufacturing Techniques
P049	12/077,670	Wafer Translator Having A Silicon Core Isolated From Signal Paths By Ground Plane
P007.D1	12/325,269	Methods and Apparatus for Planar Extension of Electrical Conductors Beyond the Edges of a Substrate
P031Z	12/079,159	Fully Tested Wafers Having Bond Pads Undamaged By Probing And Applications Thereof

3. Twelve Foreign Patent Applications

Docket Number	Application Number	Geography	Title
P006EPO	7809341.6	Application under the European Patent Office	Methods And Apparatus For Multi-Modal Wafer Testing
P006PCT	PCT/US 07/13274	International Application under the Patent Cooperation Treaty	Methods And Apparatus For Multi-Modal Wafer Testing
P006TW	96120189	Taiwan	Methods And Apparatus For Multi-Modal Wafer Testing
P007EPO	7835998.1	Application under the European Patent Office	Methods and Apparatus for Planar Extension of Electrical Conductors Beyond the Edges of a Substrate
P007PCT	PCT/US 07/15529	International Application under the Patent Cooperation Treaty	Methods And Apparatus For Planar Extension Of Electrical Conductors Beyond The Edges Of A Substrate
P007TW	96124811	Taiwan	Methods And Apparatus For Planar Extension Of Electrical Conductors Beyond The Edges Of A Substrate
P018EPO	7809484.4	Application under the European Patent Office	Method And Apparatus For Fixed-Form Multi-Planar Extension Of Electrical

			Conductors Beyond The Margins Of A Substrate
P018PCT	PCT/US 07/013788	International Application under the Patent Cooperation Treaty	Method And Apparatus For Fixed-Form Multi-Planar Extension Of Electrical Conductors Beyond The Margins Of A Substrate
P019PCT	PCT/US 07/16379	International Application under the Patent Cooperation Treaty	Method And Apparatus For Flexible Extension Of Electrical Conductors Beyond The Edges Of A Substrate
P027 EPO	7754391.6	Application under the European Patent Office	Desktop Wafer Analysis Station
P027 PCT	PCT/US 07/007866	International Application under the Patent Cooperation Treaty	Desktop Wafer Analysis Station
P031 PCT	PCT/US08/03858	International Application under the Patent Cooperation Treaty	Fully Tested Wafers Having Bond Pads Undamaged By Probing And Applications Thereof

4. Applications and Further Development

The following list of 32 additional applications have been made:

11/729,039
 11/811,880
 11/879,419
 12/284,618
 12/347,995
 12/404,277
 12/427,748
 12/547,418
 60/786,928
 60/811,673
 60/812,152
 60/812,301
 60/830,827
 60/834,063
 60/834,064
 60/836,488
 60/901,717
 60/919,521
 60/921,760
 60/937,286
 60/962,873
 60/963,739
 60/965,150
 60/965,244

60/994,946
61/001,342
61/001,363
61/009,587
61/069,457
61/113,507
61/113,544
61/143,355

5. Licensed Intellectual Property

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