

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cornice, Inc.	11/30/2005
RECEIVING PARTY DATA	
Name:	Hercules Technology Growth Capital, Inc.
Street Address:	525 University Avenue, Suite 700
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12559266
CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8015339800
Email:	nbarrigar@wnlaw.com
Correspondent Name:	Workman Nydegger
Address Line 1:	60 E South Temple
Address Line 2:	1000 Eagle Gate Tower
Address Line 4:	Salt Lake City, UTAH 84111
ATTORNEY DOCKET NUMBER:	17325.13.1
NAME OF SUBMITTER:	Paul G. Johnson
Total Attachments: 10 source=Assignment_4#page1.tif source=Assignment_4#page2.tif source=Assignment_4#page3.tif source=Assignment_4#page4.tif	

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**PATENT
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EXHIBIT B

AFFIDAVIT OF FORECLOSURE

The undersigned first being duly sworn, deposes and says:

1. Hercules Technology Growth Capital, Inc. ("Secured Party"), and Cornice, Inc. ("Cornice") are parties to that certain Senior Term Loan and Security Agreement, dated as of November 30, 2005 (the "Security Agreement"), pursuant to which Cornice granted to Secured Party a security interest in and to all of its personal property (the "Collateral"), including the patents, patent applications, provisional patent applications, and related rights set forth in attached Schedule 1 (the "Patent Collateral"), to secure its obligations to Secured Party under the Security Agreement and other documents executed in connection therewith (collectively, the "Credit Documents").

2. Cornice defaulted under the Credit Documents. Secured Party sent to Cornice a notice of default under the Credit Documents on April 10, 2007.

3. Pursuant to terms of the Credit Documents, in the event of a default by Cornice under the Credit Documents, Secured Party had the right to exercise all rights of a secured party upon default under the Uniform Commercial Code (the "UCC"), as adopted in the applicable jurisdiction, including the right to sell the Collateral, including the Patent Collateral, by public and/or private sale under Section 9-610 of the UCC.

4. On April 23, 2007, Secured Party provided written notification of disposition of the Collateral, at a public sale to be held on May 14, 2007, to the all parties entitled to receive such notice as required by Sections 9-611, 9-612, and 9-613 of the UCC.

5. On May 11, 2007, Secured Party provided additional written notifications of disposition of the Collateral, at one or more private sales to be held on or after May 24, 2007, to all parties entitled to receive such notice.

6. On May 22, 2007, Secured Party provided further written notifications of disposition of the Patent Collateral, at one or more private sales to be held on or after June 7, 2007, to all parties entitled to receive such notice.

7. Secured Party had the authority to conduct a private sale of the Patent Collateral, and conducted such a sale on June 7, 2007.

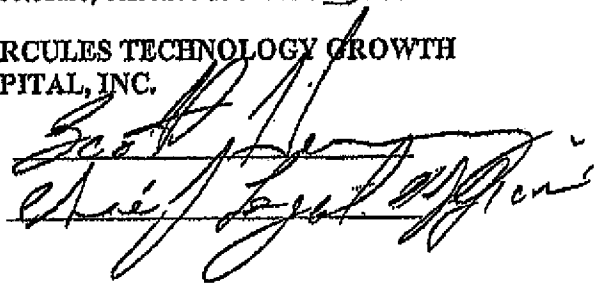
8. At the private sale of the Patent Collateral, held on June [7], 2007, Secured Party irrevocably and unconditionally sold, conveyed, transferred, assigned, and delivered to Benhov GmbH, LLC ("Purchaser"), all legal, beneficial, and other right, title, and interest of Cornice in and to the Patent Collateral to have and to hold the same unto Purchaser, its successor and assigns, to or for its use forever, and Purchaser accepted such right, title, and interest in and to the Patent Collateral.

IN WITNESS WHEREOF, the Secured Party has executed this Affidavit of Foreclosure, effective as of June , 2007.

HERCULES TECHNOLOGY GROWTH
CAPITAL, INC.

By:

Its:



Handwritten signature of Scott A. [unclear] and Chief Legal Officer.

SCHEDULE 1

PATENT COLLATERAL

All right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "*Patent Rights*"): (a) the provisional patent applications, patent applications and patents listed below; (b) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any in the foregoing category (a); (c) foreign patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) and (b), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and (d) the following additional rights:

(i) inventions, invention disclosures, and discoveries described in any of the Patent Rights;

(ii) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Patent Rights and the inventions, invention disclosures, and discoveries therein;

(iii) causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Patent Rights and/or the rights described in (ii) above including, without limitation, all causes of action and other enforcement rights for (x) damages, (y) injunctive relief, and (z) any other remedies of any kind for past, current and future infringement;

(iv) rights to collect royalties or other payments under or on account of any of the Patent Rights and/or any of the foregoing; and

(v) rights (but not obligations) under any assignment agreements with inventors with respect to the Patent Rights.

Issued US Patents:

1. Patent No. 6,791,799 regarding Digital Device Configuration filed December 6, 2002, issued September 14, 2004; Serial No. 10/313,550.
2. Patent No. 6,831,830 regarding Digital Storage Element in a Host Device and Method filed March 20, 2002, issued December 14, 2004; Serial No. 10/103,057.
3. Patent No. 6,956,738 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed February 11, 2004, issued 05/18/2005; Serial No. 10/777,605.

4. Patent No. 6,973,535, regarding Digital Device Configuration and Method filed May 28, 2003, issued December 6, 2005; Serial No. 10/447,544
5. Patent No. 7,106,541 regarding Digital Device Configuration and Method filed September 14, 2001, issued September 12, 2006, Serial No. 09/952,998.
6. Patent No. 7,149,891, regarding Digital Device Configuration and Method, issued December 12, 2007, filed March 7, 2005, Serial No. 11/074,104.
7. Patent No. 7,162,577 regarding Digital Device Configuration and Method, issued January 9, 2007, filed March 7, 2005, Serial No. 11/073,969.
8. Patent No. 7,162,578, regarding Digital Device Configuration and Method, issued January 9, 2007, filed March 7, 2005, Serial No. 11/074,105.
9. Patent No. 7,165,139 regarding Digital Device Configuration and Method, issued January 16, 2007, filed March 7, 2005, Serial No. 11/074,154.

Patent Applications

10. Utility Patent Application No. 11/100,743 regarding Digital Device Configuration and Method filed April 7, 2005.
11. Utility Patent Application No. 11/100,744 regarding Digital Device Configuration and Method filed April 7, 2005.
12. Utility Patent Application No. 11/100,658 regarding Digital Device Configuration and Method filed April 7, 2005.
13. Utility Patent Application No. 11/100,657 regarding Digital Device Configuration and Method filed April 7, 2005.
14. International (EPO) Patent Application No. 02798950.8 regarding Digital Device Configuration and Method filed September 12, 2002.
15. International (Hong Kong) Patent Application filing regarding Digital Device Configuration and Method filed May 27, 2004.
16. International (Japan) Patent Application No. 2003-529465 regarding Digital Device Configuration and Method filed September 12, 2002.
17. International (Korea) Patent Application No. 10-2004-7003841 regarding Digital Device Configuration and Method filed September 12, 2002.
18. Provisional Patent Application No. 60/466,221 regarding Digital Device Configuration and Method filed April 28, 2003. (Priority claimed to this Provisional in USSN 10/447,544).
19. Utility Patent Application No. 11/074,365 regarding Digital Device Configuration and Method filed March 7, 2005.
20. International (Taiwan) Patent Application No. 93111691 regarding Digital Device Configuration and Method filed April 27, 2004.
21. Utility Patent Application No. 11/118,164 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed April 28, 2005.
22. International (EPO) Patent Application No. 03716508.1 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2004.

23. International (Hong Kong) Patent Application No. 04110183.2 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed December 23, 2004.
24. International (Korea) Patent Application No. 10-2004-7014815 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.
25. International (Japan) Patent Application No. 2003-579461 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.
26. Utility Patent Application No. 11/327,569 regarding Hard Disk Drive With External Sensor Interface, System For Use Thereof And Method, filed January 6, 2006.
27. Utility Patent Application No. 11/348,079 regarding A Peripheral Device In A Computerized System And Method, filed February 6, 2006.
28. Utility Patent Application No. 11/327,765 regarding System Including A Hard Disk Drive And Stray Magnetic Field Sensor And Associated Method, filed January 6, 2006.
29. Utility Patent Application No. 11/385,573 regarding Advanced Miniature Hard Disk Drive and Method, filed March 20, 2006.
30. Utility Patent Application No. 11/385,955 regarding Ramp Arrangement For A Disk Drive And Method, filed March 20, 2006.
31. Utility Patent Application No. 11/385,574 regarding Disk Drive Enclosure And Method, filed March 20, 2006.
32. Utility Patent Application No. 11/454,493 regarding Digital Component Power Savings In A Host Device And Method, filed June 16, 2006.
33. Utility Patent Application No. 11/507,752 regarding Disk Drive With Multi-Protocol Channel To Controller Interface And Method, filed August 22, 2006.

SSD Technology Provisional Patent Applications

34. Provisional Patent Application No. 60/835,624 regarding Flash Hard Drive and Method, filed August 5, 2006.
35. Provisional Patent Application No. 60/843,117 regarding SSD Memory Controller, filed September 9, 2006.
36. Provisional Patent Application No. 60/863,950 regarding Solid State Storage Element and Method, filed November 11, 2006.
37. Provisional Patent Application No. 60/886,926 regarding Solid State Storage Element and Method, filed January 27, 2006.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2005 by and between HERCULES TECHNOLOGY II, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT ("Agent") and CORNICE, INC., a Delaware corporation ("Grantor").

RECITALS

Hercules Technology II, L.P. and Hercules Technology Growth Capital, Inc. (collectively, "Lenders") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Senior Revolving Loan and Security Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lenders are willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of Lenders, a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Agent a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. Each right, power and remedy of Agent and Lenders provided for herein shall not preclude the simultaneous or later exercise by Agent or Lenders of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

1951 S. Fordham Street, Suite 105
Longmont, CO 80503
Attn: Camillo Martino/Craig Lamborn

CORNICE, INC.

By: *Craig Lamborn*
Title: CEO

Address of Lender:

525 University Avenue, Suite 700
Palo Alto, CA 94301

HERCULES TECHNOLOGY II, L.P.

By: _____
Title: _____

558194 v1/HN

PATENT
REEL: 016851 FRAME: 0180

PATENT
REEL: 020113 FRAME: 0735
REEL: 024934 FRAME: 0409

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2005 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation ("Lender") and CORNICE, INC., a Delaware corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Senior Term Loan and Security Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

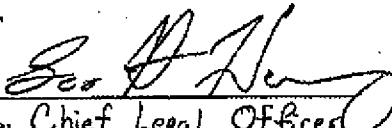
To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:
1951 S. Fordham Street, Suite 105
Longmont, CO 80503
Attn: Camillo Martino/Craig Lamborn

CORNICE, INC.
By: _____
Title: _____

Address of Lender:
525 University Avenue, Suite 700
Palo Alto, CA 94301

HERCULES TECHNOLOGY GROWTH CAPITAL,
INC.
By: 
Title: Chief Legal Officer

555897 v2/1N

PATENT
REEL: 016851 FRAME: 0197

PATENT
REEL: 020113 FRAME: 0736
REEL: 024934 FRAME: 0410

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30 2005 by and between HERCULES TECHNOLOGY II, L.P., A DELAWARE LIMITED PARTNERSHIP, AS AGENT ("Agent") and CORNICE, INC., a Delaware corporation ("Grantor").

RECITALS

Hercules Technology II, L.P. and Hercules Technology Growth Capital, Inc. (collectively, "Lenders") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Senior Revolving Loan and Security Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lenders are willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of Lenders, a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Agent a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. Each right, power and remedy of Agent and Lenders provided for herein shall not preclude the simultaneous or later exercise by Agent or Lenders of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

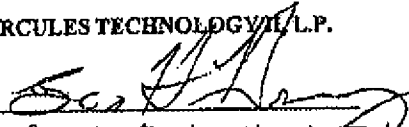
Address of Borrower:
1951 S. Fordham Street, Suite 105
Longmont, CO 80503
Attn: Camillo Martino/Craig Lamborn

CORNICE, INC.

By: _____
Title: _____

Address of Lender:
525 University Avenue, Suite 700
Palo Alto, CA 94301

HERCULES TECHNOLOGY II, L.P.

By: 
Title: *Managing Member, Hercules Technology SBK Management, LLC on behalf of Hercules Technology II, L.P.*

558194 vL/HN

PATENT
REEL: 016851 FRAME: 0179

PATENT
REEL: 020113 FRAME: 0737
REEL: 024934 FRAME: 0411

EXHIBIT B
PATENTS/PATENT APPLICATIONS

1. Patent No. 6,791,799 regarding Digital Device Configuration filed December 6, 2002, issued September 14, 2004; Serial No. 10/313,550.
2. Patent No. 6,831,830 regarding Digital Storage Element in a Host Device and Method filed March 20, 2002, issued December 14, 2004; Serial No. 10/103,057.
3. Patent No. 6,956,738 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed February 11, 2004, issued 05/18/2005; Serial No. 10/777,605.
4. Utility Patent Application No. 09/952,998 regarding Digital Device Configuration and Method filed September 14, 2001.
5. Utility Patent Application No. 11/100,743 regarding Digital Device Configuration and Method filed April 7, 2005.
6. Utility Patent Application No. 11/100,744 regarding Digital Device Configuration and Method filed April 7, 2005.
7. Utility Patent Application No. 11/100,658 regarding Digital Device Configuration and Method filed April 7, 2005.
8. Utility Patent Application No. 11/100,657 regarding Digital Device Configuration and Method filed April 7, 2005.
9. International (EPO) Patent Application No. 02798950.8 regarding Digital Device Configuration and Method filed September 12, 2002.
10. International (Hong Kong) Patent Application filing regarding Digital Device Configuration and Method filed May 27, 2004.
11. International (Japan) Patent Application No. 2003-529465 regarding Digital Device Configuration and Method filed September 12, 2002.
12. International (Singapore) Patent Application No. 200401369-4 regarding Digital Device Configuration and Method filed September 12, 2002.
13. International (Korea) Patent Application No. 10-2004-7003841 regarding Digital Device Configuration and Method filed September 12, 2002.
14. Provisional Patent Application No. 60/466,221 regarding Digital Device Configuration and Method filed April 28, 2003. (Priority claimed to this Provisional in USSN 10/447,544).
15. Utility Patent Application No. 10/447,544 regarding Digital Device Configuration and Method filed May 28, 2003.
16. Utility Patent Application No. 11/073,969 regarding Digital Device Configuration and Method filed March 7, 2005.
17. Utility Patent Application No. 11/074,154 regarding Digital Device Configuration and Method filed March 7, 2005.
18. Utility Patent Application No. 11/074,365 regarding Digital Device Configuration and Method filed March 7, 2005.
19. Utility Patent Application No. 11/074,104 regarding Digital Device Configuration and Method filed March 7, 2005.
20. Utility Patent Application No. 11/074,105 regarding Digital Device Configuration and Method filed March 7, 2005.
21. International Patent Application No. PCT/US2004/012554 regarding Digital Device Configuration and Method filed April 23, 2004. (This PCT case is being abandoned)
22. International (Taiwan) Patent Application No. 93111691 regarding Digital Device Configuration and Method filed April 27, 2004.
23. Utility Patent Application No. 11/118,164 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed April 28, 2005.
24. International (EPO) Patent Application No. 03716508.1 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2004.
25. International (Hong Kong) Patent Application No. 04110183.2 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed December 23, 2004.
26. International (Korea) Patent Application No. 10-2004-7014815 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.

558194 v1/HN

PATENT
REEL: 016851 FRAME: 0182

PATENT
PATENT
REEL: 020113 FRAME: 0738
REEL: 024934 FRAME: 0412

27. International (Japan) Patent Application No. 2003-579461 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.
28. International (Singapore) Patent Application No. 200405112-4 regarding Digital Storage Element Mechanical Shock Isolation Arrangement in a Host Device and Method filed March 12, 2003.

558194 v1/HN

PATENT
REEL: 016851 FRAME: 0183

RECORDED: 11/14/2007
RECORDED: 09/02/2010

PATENT
PATENT
REEL: 020113 FRAME: 0739
REEL: 024934 FRAME: 0413