

08-20-2001

SHEET

Docket No.:

PLY

458653-11



Tab settings

To the Honorable Commissioner of

101815821

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Vari-L Company, Inc.

8-140

- Individual(s)
- General Partnership
- Corporation-State Colorado
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 28, 2001

2. Name and address of receiving party(ies):

Name: Wells Fargo Business Credit, Inc.

Internal Address: MAC C7300-300

Street Address: 1740 Broadway

City: Denver State: CO ZIP: 80274

- Individual(s) citizenship
- Association
- General Partnership 14
- Limited Partnership
- Corporation-State Minnesota
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/539,882
78/045,586

B. Trademark Registration No.(s)

2,142,727
2,144,712

Additional numbers Yes No

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

Name: Carolyn Peters

Internal Address: Dorsey & Whitney LLP

Street Address: Wells Fargo Plaza

170 South Main Street, Suite 900

City: Salt Lake City State: UT ZIP: 84101

6. Total number of applications and registrations involved:.....

4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

04-1415

08/17/2001 LMUELLER 00000280 75539882

DO NOT USE THIS SPACE

Q1 FC:481 40.00 OP
Q2 FC:482 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Carolyn Peters

Name of Person Signing

Carolyn Peters

Signature

August 14, 2001

Date

Total number of pages including cover sheet, attachments, and

14

TRADEMARK

PATENT AND TRADEMARK SECURITY AGREEMENT

This Agreement, dated as of June 28, 2001, is made by and between VARI-L COMPANY, INC., a Colorado corporation whose address and principal place of business is 4895 Peoria Street, Denver, Colorado 80239 (the "Debtor"), and WELLS FARGO BUSINESS CREDIT, INC., a Minnesota corporation whose address and principal place of business is Wells Fargo Business Credit, Inc., MAC C7300-300, 1740 Broadway, Denver, Colorado 80274 (the "Secured Party").

Recitals

The Debtor and the Secured Party have entered into a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter make certain loans or other financial accommodations to or for the account of the Debtor.

As a further condition to making any loan or other financial accommodation under the Credit Agreement or otherwise, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to trademarks, service marks, collective membership marks, the respective goodwill associated with each, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. **Security Interest.** The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and in the Trademarks to secure payment of the Obligations.

3. **Representations, Warranties and Agreements.** The Debtor hereby represents, warrants and agrees as follows:

(a) ***Existence; Authority.*** The Debtor is a corporation, having full power to and authority to make and deliver this Agreement. The execution, delivery and performance of this Agreement by the Debtor have been duly authorized by all necessary action of the Debtor's board of directors, and if necessary its stockholders, and do not and will not violate the provisions of, or constitute a default under, any presently applicable law or its articles of incorporation or bylaws or any agreement presently binding on it. This Agreement has been duly executed and delivered by the Debtor and constitutes the Debtor's lawful, binding and legally enforceable obligation. The correct name of the Debtor is Vari-L Company, Inc. The authorization, execution, delivery and performance of this Agreement do not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

(b) ***Patents.*** Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to the Patents as of the date hereof.

(c) ***Trademarks.*** Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all registrations pertaining thereto as of the date hereof.

(d) ***Title.*** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Security Interest.

(e) ***No Sale.*** The Debtor will not sell or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) ***Defense.*** The Debtor will at its own expense, and using its best efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party.

(g) ***Maintenance.*** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to register and all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail

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to file any required affidavit in support thereof, without first providing the Secured Party: (i) sufficient written notice, as provided in the Credit Agreement, to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(h) ***Secured Party's Right to Take Action.*** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(i) ***Costs and Expenses.*** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(j) ***Power of Attorney.*** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations (as defined therein).

4. **Debtor's Use of the Patents and Trademarks.** The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not

\\Dvfile03\Files2\client matters\Corporate\Wells Fargo Business Credit\Vari-L\Vari-L Patent and Trademark Security Agreement FINAL.doc

been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Colorado without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and

warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

WELLS FARGO BUSINESS CREDIT, INC.

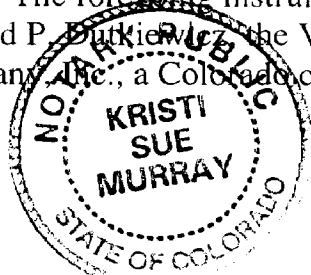
VARI-L COMPANY, INC.

By: *Debra L. Tracy*
Its Vice President

By: *Richard P. Butkiewicz*
Its Vice President of Finance
and Chief Financial Officer

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

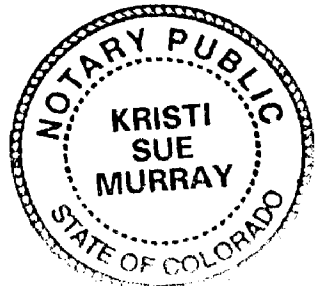
The foregoing instrument was acknowledged before me this 28th day of June, 2001, by Richard P. Butkiewicz, the Vice President of Finance and Chief Financial Officer of Vari-L Company, Inc., a Colorado corporation, on behalf of the corporation.



Kristi Sue Murray
Notary Public
my commission expires 6/3/2005

STATE OF COLORADO)
)
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of June, 2001, by Debra L. Tracy, a Vice President of Wells Fargo Business Credit, Inc., a Minnesota corporation, on behalf of the corporation.



Kristi Sue Murray
Notary Public
my commission expires 6/3/2005

Ancel W. Lewis, Jr. - Intellectual Property Attorney
Patents and Applications for Vari-L Company, Inc.

<u>Title and Inventor</u>	<u>Pat. or Ser. No.</u>	<u>Issue or Filing Date</u>
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In Preparation:

Oscillator Tuning Method -DN 1381P Pope		Provisional
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Passive Switched Oscillator Output Circuit - Pope	DN 1434	Hong Kong
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Applications:

Planar Wideband Inductive Devices and Method - Kiser	09/631,472	Aug. 3, 2000
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Continuously Adjustable
Resonator - Kiser

Brazil	PI9810110-2	Jun. 9, 1998
Canada	2,293,357	Jun. 9, 1998
China	98806014.0	Jun. 9, 1998
EPC	98926521.0	Jun. 9, 1998
Hong Kong	00107167.2	Jun. 9, 1998
Israel	133,255	Jun. 9, 1998
Japan	503159/99	Jun. 9, 1998
Korea	1999-7011654	Jun. 9, 1998
Norway	1999-6138	Jun. 9, 1998
Russia	2000100806	Jun. 9, 1998
Singapore	9906033-7	Jun. 9, 1998

Orthogonally Mounted
Substrate Based
Resonators - Kiser

Brazil	PI9810748-8	Jun. 9, 1998
Canada	2,289,538	Jun. 9, 1998
China	98805934.7	Jun. 9, 1998
EPC	98925304.2	Jun. 9, 1998
Hong Kong	00107491.9	Jun. 9, 1998
Israel	133,254	Jun. 9, 1998
Japan	503045/99	Jun. 9, 1998
Korea	1999-7011658	Jun. 9, 1998
Norway	1999-6139	Jun. 9, 1998
Russia	99126654	Jun. 9, 1998
Singapore	9906005.5	Jun. 9, 1998

Oscillator Voltage
Regulator - Kiser

Canada	2,259,662	May 7, 1997
China	97196418.1	May 7, 1997
EPC	97924617.0	May 7, 1997
Hong Kong	99104802.2	May 7, 1997
Hungary	P9902440	May 7, 1997
India	1232/Del/97	May 12, 1997
Israel	127,758	May 7, 1997
Japan	505992/98	May 7, 1997
Korea	1999-7000304	May 7, 1997
Mexico	990583	May 7, 1997
Norway	1999-0202	May 7, 1997
Poland	P331215	May 7, 1997

Oscillator with Power
Conservation Mode - Pope

China	99808874.9	Jul. 15, 1999
EPC	99935655.3	Jul. 15, 1999
Japan	2000-560656	Jul. 15, 1999
Korea	2001-7000859	Jul. 15, 1999

Passive Switched Oscillator
Output Circuit - Pope

China	99807059.9	May 4, 1999
EPC	99920320.1	May 4, 1999
Japan	2000-547692	May 4, 1999
Korea	2000-7012367	May 4, 1999

High Impedance Ratio
Wideband Transformer
Circuit - Reynolds

Brazil	PI9610500-3	Sep. 9, 1996
Canada	2,231,832	Sep. 9, 1996
China	96197553.9	Sep. 9, 1996
EPC	96930789.1	Sep. 9, 1996
Israel	124,082	Sep. 9, 1996
Japan	512032/97	Sep. 9, 1996
Korea	701883/98	Sep. 9, 1996
Norway	1998-1086	Sep. 9, 1996

Unbalanced to Balanced
High Impedance Ratio
Wideband Transformer
Circuit - Reynolds

India	1338/Del/97	May 19, 1997
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Multiple Single Layer
Monolithic Passive
Integrated Circuits and
Method - Wilmot

Japan	524637/98	Oct. 15, 1997
Korea	1999-7004641	Oct. 15, 1997

Issued:

Wide Range Electronic Oscillator - Kiser	4,621,241	Nov. 4, 1986
Canada	1,267,941	Apr. 17, 1990
Austria	0,207,650	Mar. 4, 1992
Belgium	0,207,650	Mar. 4, 1992
France	0,207,650	Mar. 4, 1992
Germany	0,207,650	Mar. 4, 1992
Great Britain	0,207,650	Mar. 4, 1992
Italy	0,207,650	Mar. 4, 1992
Netherlands	0,207,650	Mar. 4, 1992
Sweden	86304343.6	Mar. 4, 1992
Switzerland	0,207,650	Mar. 4, 1992
Hong Kong	821/1995	May 25, 1995
Singapore	22448	Sep. 30, 1995
Oscillator Voltage Regulator - Kiser	5,675,478	Oct. 7, 1997
Australia	712,826	May 7, 1997
Russia	001258	Sep. 29, 2000
Singapore	P-61040	Mar. 20, 2001
Continuously Adjustable Resonator - Kiser	5,856,769	Jan. 5, 1999
Australia	728,904	May 3, 2001
Orthogonally Mounted Substrate Based Resonators - Kiser	5,867,069	Feb. 2, 1999
Australia	728,916	May 3, 2001
Broadband High Frequency Mixer - Milligan et al.	4,063,176	Dec. 13, 1977
Broadband High Frequency Baluns and Mixer - Pavo	4,125,810	Nov. 14, 1978
Oscillator with Power Conservation Mode - Pope	6,163,228	Dec. 19, 2000

Oscillator Selectively Operable With A Parallel Tuned or a Series Tuned Resonant Circuit - Pope	5,982,243	Nov. 11, 1999
First and Second Oscillator Circuits Selectively Coupled Through Passive Output - Pope	5,999,061	Dec. 7, 1999
High Impedance Ratio Wideband Transformer Circuit - Reynolds	5,619,172	Apr. 8, 1997
Australia	704,537	Aug. 5, 1999
Russia	000368	Mar. 16, 1999
Unbalanced to Balanced High Impedance Ratio Wideband Transformer Circuit - Reynolds	5,742,213	Apr. 21, 1998
Broadband Mixer with Coplanar Balun - Seely	4,355,421	Oct. 19, 1982
Frequency Translator - Will	4,079,415	Mar. 14, 1978
Multiple Single Layer Monolithic Passive Integrated Circuits and Method - Wilmot	5,903,431	May 11, 1999

**EXHIBIT B
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

Mark

Registration Number

Registration Date

[SEE ATTACHED]

APPLICATIONS

[SEE ATTACHED]

COLLECTIVE MEMBERSHIP MARKS

[NONE]

UNREGISTERED MARKS

[NONE]

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DENVER 801596v1

**TRADEMARK
REEL: 002351 FRAME: 0075**

Ancel W. Lewis, Jr. - Intellectual Property Attorney
Trademarks for Vari-L Company, Inc.

<u>Mark</u>	<u>Reg. or Ser. No.</u>	<u>Reg. or Filing Date</u>
<u>In Preparation:</u>		
VARI-L	DN 1252	British Virgin Islands
<u>Applications:</u>		
POWERNAP	75/539,882	Aug. 20, 1998
PLAMAG	78/045,586	Jan. 30, 2001
VARI-L		
Brazil	821243268	Nov. 30, 1998
Hungary	M 9804852	Nov. 24, 1998
India	835,123	Jan. 4, 1999
Japan	46297/2000	Apr. 28, 2000
Mexico	362,718	Feb. 4, 1999
Philippines	4-1998-08844	Dec. 2, 1998
Poland	Z 195,089	Dec. 2, 1998
Russia	98 719664	Dec. 16, 1998
Taiwan	87 058612	Dec. 4, 1998
Venezuela	2766-99	Feb. 26, 1999
Yugoslavia	Z 1209/98	Dec. 3, 1998
<u>Registered:</u>		
VARI-L	2,142,727	Mar. 10, 1998
VARI-L (Stylized)	2,144,712	Mar. 17, 1998
VARI-L		
Australia	776,901	Oct. 29, 1998
Bolivia	80486	Aug. 2, 2000
Canada	528,046	May 18, 2000
China	1417320	July 7, 2000
CTM	001008978	Apr. 11, 2000
Hong Kong	00420 OF 2000	Nov. 16, 1998
Israel	124,416	Mar. 5, 2000
Korea	457,906	Nov. 3, 1999
Norway	196,837	Apr. 6, 1999
Puerto Rico	44792	Jun. 7, 2000
Singapore	T 98/12470J	Dec. 15, 1998

Thailand

TM 114009

Jun. 12, 2000

RECORDED: 08/14/2001

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