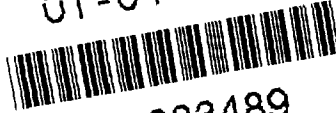


01-04-2002



101933489

JAN 2 2002

01/02/02 CC

To the Honorable Commissioner of Patents and

record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Alchemy Semiconductor, Inc.

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

Internal Address: HA155

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

3. Nature of conveyance:
 Assignment Merger

Street Address: 3003 Tasman Drive

Security Agreement Change of Name

City: Santa Clara State: CA ZIP: 95054

Other Correction: Re-Filing to correct the nature of the previously filed Security Agreement, reflecting an erroneous trademark application number. Please replace the old filing with this new Security Agreement. Please see attached.

Execution Date: 11/20/01

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

4. Application number(s) or trademark number(s):
If this document is being filed together with a new application, the execution date of the application is: -----

A. Trademark Application No.(s)	
76/108,115	76/108,109
76/108,114	76/108,108
76/108,113	76/108,105
76/108,112	76/108,104
76/108,110	76/108,102

B. Trademark No.(s)

Additional numbers attached? Yes No

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

6. Total number of applications and trademark involved: 11

Internal Address: Loan Documentation HA155

7. Total fee (37 CFR 3.41): \$290.00
 Enclosed

Authorized to be charged to deposit account

Street Address: 3003 Tasman Dr.

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

City: Santa Clara State: Ca ZIP: 95054

DO NOT USE THIS SPACE

01/03/2002 TDIAZI 00000194 76108115
01 FC 481 40.00 OP
02 FC 948 statement and signature. 250.00 OP

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.

Maribel Arteaga
Name of Person Signing

Signature

11/20/2001
Date

Total number of pages comprising cover sheet: 11

HEET
Y

To the Honorable Commissioner of Patents and Trademarks **attached** original documents or copy thereof.

1. Name of conveying party(ies):
Alchemy Semiconductor, Inc.

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date:
10-6-00

2. Name and address of receiving party(ies):
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Drive
City: Santa Clara State: Ca ZIP: 95054

Individual(s) Citizenship _____
 Association _____
 General Partnership _____ JUN 29 2001
 Limited Partnership _____
 Corporation-State **DE**
 Other _____

if assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

UWO 6/29/01

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
76/108,115 76/108,109	
76/108,114 76/108,108	
76/108,113 76/108,105	
76/108,112 76/108,104	
76/108,111 76/108,102 <i>Please Delete</i>	
76/108,110 76/107,771	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Silicon Valley Bank
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41):\$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Shannon Hubbard
Name of Person Signing

Shannon Hubbard
Signature

6/20/01
Date

Total number of pages comprising cover sheet: 7

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 6, 2000 by and between SILICON VALLEY BANK ("Bank") and Alchemy Semiconductor, Inc. ("Grantor").

RECITALS

A. Bank 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 Loan and Security Agreement by and between Bank and Grantor dated October 6, 2000 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Collateral" does not include any license or contract rights to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent such prohibition is enforceable under applicable law, including, without limitation, Section 9318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Schedule, Borrower is not a party to, nor is bound by, any license or other agreement that prohibits or otherwise restricts Borrower from granting a security interest in Borrower's interest in such license or agreement or any other property. Without prior notice to Bank, Borrower shall not enter into, or become bound by, any such license or agreement which

is reasonably likely to have a material impact on Borrower's business or financial condition. Borrower shall take commercially reasonable steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such licenses or contract rights to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such license or agreement, whether now existing or entered into in the future (but the failure to obtain such consent or waiver, as long as commercially reasonable steps are taken by Borrower, shall not constitute a breach or default hereunder).

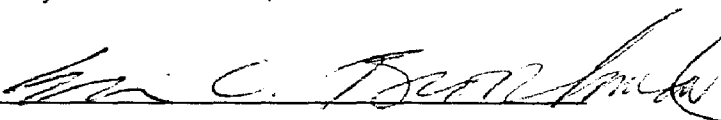
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Alchemy Semiconductor, Inc.

7800 Shoal Creek Blvd., Suite 222W
Austin, TX 78757

By: 

Title: CEO / President

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

9020 Capital of Texas Hwy. North
Austin, TX 78759

By: 

Title: Vice President

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	Serial Number
AU2000	76-108,115
Edge Family	76-108,114
Edge Processor	76-108,113
AU5000	76-108,112
AU1000	76-108,110
Alchemy Semiconductor	76-108,109
AU3000	76-108,108
AU4000	76-108,105
Alchemy Internet Edge Processor	76-108,104
Alchemy	76-108,102
AU1500	76-107,771

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date