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10-10-2001

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-101
Single Chip Systems Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 8/13/01

2. Name and address of receiving party(ies)

Name: (See Attached Schedule C)

Internal Address: _____

Street Address: (See Attached Schedule C)

City: _____ State: _____ Zip: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75644177 75345178 75263640

Additional number(s) attached Yes No

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

Name: Mark Hartwell

Internal Address: _____

Brobeck, Phleger & Harrison LLP

Street Address: Spear Street Tower

One Market

City: San Francisco State: CA Zip: 94105

6. Total number of applications and registrations involved: _____

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- 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.

Mark Hartwell

Name of Person Signing

Mark Hartwell

Signature

8/27/01

Date

53

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

SCHEDULE C
to the Patent and Trademark Security Agreement

Investors

New Enterprise Associates VI, L.P.
2490 Sand Hill Road
Menlo Park, CA 94025 USA

U.S. Information Technology No. 2 Investment Enterprise Partnership
505 Hamilton Ave.
Palo Alto, CA 94301 USA

JAFCO Co., Ltd.
505 Hamilton Ave.
Palo Alto, CA 94301 USA

NIF Ventures Co., Ltd.
1-2-1, Kyobashi, Chuo-ku
Tokyo 104-0031 JAPAN

Donald R. Swortwood Trust Dated July 7, 1995
9191 Towne Centre Drive, Suite 310
San Diego, CA 92122 USA

Letitia H. Swortwood Revocable Trust #1 Dated September 16, 1992
9191 Towne Centre Drive, Suite 310
San Diego, CA 92122 USA

DynaFund International LP
21515 Hawthorne Blvd., Suite 1200
Torrance, CA 90503 USA

DynaFund, LP
21515 Hawthorne Blvd., Suite 1200
Torrance, CA 90503 USA

Itochu Finance Corporation
5-1, Kita-Aoyama, 2-Chome,
Minato-ku, Tokyo 107-0061 JAPAN

Concord Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

Concord II Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

Concord III Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

Concord IV Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

Concord V Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

Concord VI Venture Capital Co. Ltd.
14F #117, Min Sheng East Road Sec. 3
Taipei 105, TAIWAN

ChinaVest V, L.P.
160 Sansome Street, 18th Floor
San Francisco, CA 94104 USA

Bruce R. Roesner
13034 Polvera Ave.,
San Diego, CA 92128 USA

Mark A. Vinson
17035 Palacio Ct.
San Diego, CA 92127 USA

Ronald J. Walter
1069 Road Runner Road,
Anaheim, CA 92807-4519 USA

Keyes Family Trust
1024 Glorietta
Coronado, CA 92118 USA

Leonard N. Hecht
18241 Lake Encino Drive
Encino, CA 91316 USA

James R. Kruest
17359 Via Del Campo
San Diego, CA 92127 USA

1996 Pedego Trust
1036 Johnson Lane
Minden, NV 89423 USA

Bruce Chisholm
4582 Cheshire St.
San Diego, CA 92117 USA

Daniel Hauck
15367 Matarin Dr. #176
San Diego, CA 92127 USA

B. Mason Flemming Jr.
P.O. Box 735, Ross, CA 94957 USA
5 Hilgirt Ave., Ross, CA 94957 USA

Phillip L. DenAdel
2908 Calle De Malibu
Escondido, CA 92029 USA

John DeWitt
2363 Lagoon View Drive
Cardiff, CA 92007 USA

Jesus T. Quinones
3931 Lorencita Dr.
West Covina, CA 91791 USA

Gary Bann
11263-G Avenida De Los Lobos
San Diego, CA 92127 USA

Steven and Patricia Gonzalez
17435 Caminito Caldo
San Diego, CA 92127 USA

James Ferguson
29624 Juna Ct.
Menifee, CA 92584 USA

Barry T. Moore
4414-1/2 Louisiana St.
San Diego, CA 92116 USA

Dowling Textile Co.
615 Macon Road
McDonough, GA 30253 USA

William Hanger
36 W. Brookhaven Dr. NE
Atlanta, GA 30319 USA

David Huelsbeck
200 Lamberth Lake Drive
Fayetteville, GA 30215 USA

Henry Ginsburg
16 Janet Way
Tiburon, CA 94920 USA

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 13, 2001, is made between SINGLE CHIP SYSTEMS CORPORATION, a Delaware corporation ("Grantor"), and each of the investors on Schedule C attached hereto (each individually an "Investor" and collectively the "Investors").

Grantor and Investors hereby agree as follows:

1. Definitions; Interpretation.

1.1 Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

1.2 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of August 13, 2001 between Grantor and Investors.

1.3 Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

1.4 Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

2.1 Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby assigns, transfers and conveys to Investors and grants a security interest in and mortgage to Investors all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(a) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(b) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(c) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(d) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(e) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Investors are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(f) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

2.2 Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Investors under the Security Agreement. the rights and remedies of Investors with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Investors that:

4.1 Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

4.2 Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such

instruments and documents, and take all such action as may be necessary or advisable or may be requested in writing by Majority Investors to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Majority Investors to exercise and enforce their rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Majority Investors may record this Agreement, an abstract thereof, or any other document describing investors' interest in the Collateral with the PTO, at the expense of Grantor.

6. Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Majority Investors with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Majority Investors to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Investors' continuing security interest in all Collateral, whether or not listed on Schedule A or B.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Investors and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor and Investors may not assign, transfer, hypothecate or otherwise convey their respective rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than California.

9. Amendment. This Agreement is subject to modification only by a writing signed by the parties (however, any modification shall be enforceable against Investors if executed by Majority Investors), except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Investors greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Investors under the Security Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11. Termination. Upon payment and performance in full of all Obligations, or the conversion of the Obligations into equity securities of Grantor, the security interests created by this Agreement shall terminate and Investors shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Investors hereunder, including cancellation of this Agreement by written notice from Investors to the PTO.

12. Counsel to the Grantor. Each Investor acknowledges and agrees that this Agreement has been prepared by Brobeck, Phleger & Harrison LLP, counsel to the Grantor, which counsel has represented the interests of the Grantor and not those of Investors with respect to the transaction documented by this Agreement. Each Investor further acknowledges and agrees that it has been provided the opportunity and encouraged to consult with counsel of its own choosing with respect to this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor:

By:

Signature:

Title:

Address:

NON-INSTITUTIONAL INVESTOR:

Name:

Signature:

Address:

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

New Enterprise Associates VI, L.P.
By: NEA Partners VI, L.P.
Its General Partner

Name of Investor: _____

By: _____

Signature: Thomas C. Mc Connell

Title: Thomas C. Mc Connell
General Partner

Address: 2490 Sand Hill Road
Menlo Park, CA
94025

NON-INSTITUTIONAL
INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: Donald R. Swortwood Trust Dated July 7, 1995

By: Donald R. Swortwood, Trustee

Signature:

Title: Trustee

Address: 9191 Towne Centre Drive, Suite 310
San Diego, CA 92122

NON-INSTITUTIONAL INVESTOR:

Name: _____

Signature: _____

Address: _____

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

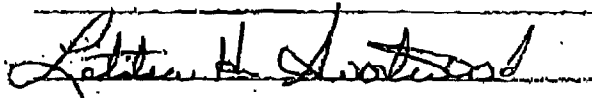
Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: Letitia H. Swortwood Revocable Trust # 1
Dated September 16, 1992

By: Letitia H. Swortwood, Trustee

Signature:



Title: Trustee

Address: 9191 Towne Centre Drive, Suite 310
San Diego, CA 92122

NON-INSTITUTIONAL
INVESTOR:

Name: _____

Signature: _____

Address: _____

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: DYNAFUND INTERNATIONAL L.P.

By: DENNY R.S. KO

Signature: Denny R.S. Ko

Title: GENERAL PARTNER

Address: 21515 HAWTHORNE BLVD
SUITE 1200
IRVINE, CA 92613

NON-INSTITUTIONAL INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: DYNAFUND L.P.

By: DENNY R.S. KO

Signature: Denny R.S. Ko

Title: GENERAL PARTNER

Address: 21515 HAWTHORNE BLVD
SUITE 1200
IRVINE, CA 92614

NON-INSTITUTIONAL INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

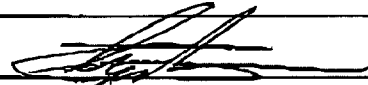
By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: Concord ^{II} Venture Capital Co., Ltd.

By: Yu - Lon Chiao

Signature: 

Title: Chairman

Address: 14F, # 117 Min Sheng East Road, Sec. 3
Taipei 105, Taiwan

NON-INSTITUTIONAL
INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:


Concord Venture Capital Co., Ltd.

Name of Investor: _____

By: Yu - Lon Chiao

Signature: 

Title: Chairman

Address: 14F, #117 Min Sheng East Road, Sec. 3
Taipei 105, Taiwan

NON-INSTITUTIONAL
INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: Concord Venture Capital Co., Ltd. (LIN KAO HUEI-I)

By:

Signature:

Lin Kao Huei - I

Title:

Chairman

Address: 14F #117 Min Sheng East Road, Sec. 3 Taipei 105, Taiwan

NON-INSTITUTIONAL INVESTOR:

Name:

Signature:

Address:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: ChinaVest V, L.P.

By: ChinaVest V, L.L.C.
Its: General Partner

Signature: *EC*
by: Edward Collins
Title: Its: Director

Address: 160 Sansome Street, 18th Floor
San Francisco, CA 94104

NON-INSTITUTIONAL INVESTOR:

Name: _____

Signature: _____

Address: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL INVESTOR:

Name: Bruce B. Roesner

Signature: Bruce B. Roesner

Address: 13034 Palvera Ave
San Diego Ca 92128

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL INVESTOR:

Name: Mark A. Vinson

Signature: *Mark A. Vinson*

Address: 17035 Palacio Ct
San Diego CA 92127

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL INVESTOR:

Name: RONALD J. WAITE

Signature: Ronald J. Waite

Address: 1069 Rivas Runway Road
ANAPIM, CA 92807-4519

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor:

By:

Signature:

Title:

Address:

NON-INSTITUTIONAL
INVESTOR:

Name:

KEYES FAMILY TRUST

Signature:

Robert Egan

Address:

1024 GLORIETTA

CORONA CA 92118

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor:

By:

Signature:

Title:

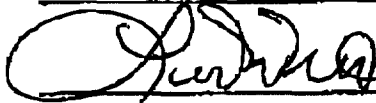
Address:

NON-INSTITUTIONAL
INVESTOR:

Name:

LEONARD N. HECHT

Signature:



Address:

18241 LAKE ENCINO DRIVE
ENCINO, CA 91516

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: _____

By: _____

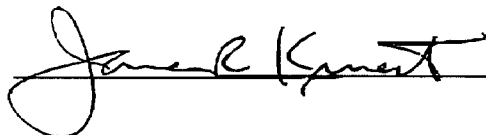
Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL INVESTOR:

Name: JAMES R. KRUEST

Signature: 

Address: 17359 VIA DEL CAMPO
SAN DIEGO, CA 92127

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

FROM : MERIDIAN RESEARCH INC

FAX NO. :

Aug. 11 2001 09:25AM PS

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL
INVESTOR:

Name: 1992 PEDEGO TRUST
R. CAMERON PEDEGO

Signature: *[Handwritten Signature]*

Address: 1016 Johnson Lane
Milledgeville, GA 30423

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL
INVESTOR:

Name: Bruce Chisholm

Signature: Bruce Chisholm

Address: 4582 Chestnut St
San Diego, CA
92117

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL INVESTOR:

Name: Daniel Hawck

Signature: Daniel Hawck

Address: 15367 Meturin Dr. #126
San Diego CA 92127

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

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GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor:

By:

Signature:

Title:

Address:

NON-INSTITUTIONAL
INVESTOR:

Name:

John DeWitt

Signature:

John DeWitt

Address:

2363 Lagoon View Dr.
Cardiff, CA 92007

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

Yahoo! Mail

Signature:

Title:

Address:

—
—

NON-INSTITUTIONAL

INVESTOR:

Name:

Signature:

Address:

JESUS T. QUINONES
Jesus T. Quinones
3931 LORENCITA DR.
WEST COVINA, CA 91791
—

SCHEDULE A

to the Patent and Trademark Security Agreement

SINGLE CHIP SYSTEMS CORPORATION

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
-------------------	-------------------	-----------------	--------------

Pending U.S. Patent Applications of Grantor

SINGLE CHIP SYSTEMS CORPORATION

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
-------------------	--------------------	-----------------	--------------

SCHEDULE B

to the Patent and Trademark Security Agreement

SINGLE CHIP SYSTEMS CORPORATION

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL INVESTORS:

Name of Investor:

By:

Signature:

Title:

Address:

NON-INSTITUTIONAL INVESTOR:

Name:

Barry T. Moore

Signature:

Barry T. Moore

Address:

4414 1/2 Louisiana St.
San Diego, CA 92116

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL
INVESTOR:

Name: Deborah J. Burtin

Signature: [Handwritten Signature]

Address: 615 Mason Road
McDonough LA 30253

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By:

Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor:

By:

Signature:

Title:

Address:

NON-INSTITUTIONAL
INVESTOR:

Name:

WILLIAM A. HANSEN

Signature:

WA Hansen

Address:

36 W. Brook Haven Dr. NE
Atlanta, Ga 30319

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President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL
INVESTOR:

Name: DAVID A. HANSEN

Signature: [Handwritten Signature]

Address: 200 HANSEN LAKE
FAYETTEVILLE, GA 30215

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
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GRANTOR:

SINGLE CHIP SYSTEMS CORPORATION

By: _____
Jack LeVan,
President and Chief Executive Officer

Address: 10905 Technology Place
San Diego, California 92127

INSTITUTIONAL
INVESTORS:

Name of Investor: _____

By: _____

Signature: _____

Title: _____

Address: _____

NON-INSTITUTIONAL
INVESTOR:

Name: Henry Ginsberg

Signature: [Handwritten Signature]

Address: 16 Tanager Way
Tiburon Ca. 94920

SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT

SCHEDULE A
to the Patent and Trademark Security Agreement

SINGLE CHIP SYSTEMS CORPORATION

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
5,583,819	December 10, 1996	Bruce Roesner	Apparatus and Method of Use of Radiofrequency Identification Tags
5,856,788	January 5, 1999	Ronald Walter, Keith Vertrees	Method and Apparatus for Radiofrequency Identification Tags
5,963,144	October 5, 1999	Jim Kruest	Cloaking Circuit for use in Radiofrequency Identification and method of Cloaking RFID Tags to Increase Interrogation Reliability
6,147,655	November 14, 2000	Bruce Roesner	Flat Loop Antenna in a Single Plane for Use in Radio Frequency Identification Tags
6,229,443	May 8, 2001	Bruce Roesner	Apparatus and Method for Detuning of RFID Tag to Regulate Voltage
6,265,976	July 24, 2001	Bruce Roesner	Method and Apparatus for Providing Receiver Dual Channel Coupling in a Read for RFID Tags

Pending U.S. Patent Applications of Grantor

SINGLE CHIP SYSTEMS CORPORATION

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
08/379-923	January, 1996	Bruce Roesner	Method of Transmitting Information From a Reader to a Tag in Radiofrequency Identification
Unassigned	July, 2001	Bruce Roesner. Jeff Shamblin	Capacitively Coupled RFID Tag

SCHEDULE B
to the Patent and Trademark Security Agreement

SINGLE CHIP SYSTEMS CORPORATION

U.S. Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
75/644,177		Feb. 16, 1999	Single Chip Systems Corporation	Dura-Label
75345178	March 7, 2000	August 22, 1997	Single Chip Systems Corporation	Instascan
75263640	June 2, 1998	March 25, 1997	Single Chip Systems Corporation	I ²

Pending U.S. Trademark Applications of Grantor

SINGLE CHIP SYSTEMS CORPORATION

Application No.

Filing Date

Applicant

Mark

None

B-2

6186.01(89Z#011.DOC)

RECORDED: 10/01/2001

TRADEMARK
REEL: 002380 FRAME: 0285