Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sequence Design, Inc.		02/11/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Focus Ventures II, LP
Street Address:	525 University Ave., #1400
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2162591	COLUMBUS
Registration Number:	2744939	POWERTHEATER
Registration Number:	2947349	ELMO
Registration Number:	2881000	COOLTIME
Registration Number:	2912433	SHOWTIME
Registration Number:	2912434	PHYSICALSTUDIO
Registration Number:	3003308	EXTRACTIONSTAGE
Registration Number:	3225732	COOLPOWER
Registration Number:	2252594	WATTWATCHER
Serial Number:	78590841	COOLTHEATRE
Serial Number:	78590851	COOL BY DESIGN
Serial Number:	78822255	COOLCHECK
Serial Number:	78727932	NANOCOOL
Serial Number:	77213573	DESIGN FOR POWER
		TDADEMARK

TRADEMARK "

REEL: 003955 FRAME: 0247

900129690

Serial Number:	77213536	SMARTSOURCE
Serial Number:	77395049	WHAT COLOR IS YOUR RTL?
Serial Number:	77469301	POWERCANVAS
Serial Number:	77343496	VECTOR SELECTOR
Serial Number:	77372416	POWERARTIST
Serial Number:	77372263	IT'S COOL TO BE GREEN
Serial Number:	77338082	SEQUENCE DESIGN

CORRESPONDENCE DATA

Fax Number: (214)978-3099

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (214) 978-3000

Email: angela.l.young@bakernet.com

Correspondent Name: Baker & McKenzie LLP
Address Line 1: 2001 Ross Ave., Suite 2300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	68166426-001011				
NAME OF SUBMITTER:	Heiko Burow				
Signature:	/Heiko Burow/				
Date:	03/18/2009				

Total Attachments: 11

source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page1.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page2.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page3.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page4.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page5.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page6.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page7.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page8.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page9.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page10.tif source=Sequence Design, Inc. Intellectual Property Security Agreement 2-11-09#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "<u>Agreement</u>") is made as of February 11, 2009, by and among Sequence Design, Inc., a California corporation (together with its successors and assigns, the "<u>Company</u>"), and Focus Ventures II, LP in its capacity as representative and collateral agent for and on behalf of the Lenders (as defined herein) (in such capacity, the "<u>Collateral Agent</u>").

RECITALS

WHEREAS, the Company and, among others, the Collateral Agent are party to that certain Note Purchase and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, certain lenders (the "<u>Lenders</u>") have made and will in the future make loans to the Company, as evidenced by certain secured promissory notes issued pursuant to the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, the Collateral Agent has been appointed by the Lenders as their representative and collateral agent for the purpose, among other things, of entering into this Agreement for the benefit of the Lenders and holding the security interests created hereby; and

WHEREAS, it is a condition precedent to the obligations of Lenders pursuant to the Purchase Agreement that the Company execute and deliver this Agreement for filing by the Collateral Agent with the United States Patent and Trademark Office (the "PTO") and United States Copyright Office (the "Copyright Office") (and any other relevant recording systems in any domestic or foreign jurisdiction) as further evidence of and to effectuate such grant of a security interest in the intellectual property rights of the Company:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants made in the Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>; <u>Interpretation</u>. All capitalized terms used in this Agreement and not otherwise defined herein will have the meanings assigned to them pursuant to the Purchase Agreement.
- 2. <u>Grant of Security Interest</u>. As a continuing security for the payment and performance of the Obligations, the Company hereby grants to the Collateral Agent, for itself and on behalf of, and for the ratable benefit of, each of the Lenders, a security interest in and to all of the Company's rights, title and interests in, to and under the following property, whether now existing or owned or hereafter acquired, developed or arising (collectively, the "<u>Intellectual Property Collateral</u>"):
- (a) all intellectual property rights of any nature or character including, without limitation, and whether domestic or foreign: (i) all patents and patent applications, all licenses in respect to any rights identified in this clause (a)(i) and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement of any of the rights identified in this clause (a)(i), all rights arising from any of the rights identified in this clause (a)(i) and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing; (ii) all

copyrights and applications for copyright, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and whether registered or unregistered, and all other rights and works of authorship, all rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright, and all licenses in respect of any of the rights identified in this clause (a)(ii) and all income and royalties with respect to any such licenses; (iii) 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 rights identified in this clause (a)(iii) and all income and royalties with respect to any licenses, 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; (iv) all regulatory approvals, consents, permits, licenses and applications in respect of any of the foregoing and all supporting documentation, books and records relating to any of the foregoing; and (v) all trade secrets, trade dress, trade styles, logos, other sources of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, the benefit of confidentiality agreements or non-disclosure agreements, customer lists, license rights (whether or not in respect of any of the rights identified in this clause (a)), advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blueprints, descriptions, inventions, name plates and catalogs (the foregoing rights and interests, collectively, the "Intellectual Property Rights") and including, without limitation, those Intellectual Property Rights listed, from time to time, on the Exhibits to this Agreement;

- (b) the entire goodwill of or associated with the businesses now or hereafter conducted by the Company connected with and symbolized by any of the aforementioned properties and assets;
- (c) all general intangibles and all intangible intellectual or other similar property of the Company of any kind or nature and not otherwise described above; and
- (d) all products and proceeds at any time of any and all of the foregoing including products of products and proceeds of proceeds.
- Property Rights, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Intellectual Property Rights, or any improvement of any Intellectual Property Rights, which Intellectual Property Rights if existing at the date hereof would be within the scope of Section 2, the provisions of Section 2 will automatically apply thereto. The Company will give to the Collateral Agent prompt notice of any registrations or applications the Company may make or obtain to register any Intellectual Property Rights. The Company will do all things reasonably deemed necessary or advisable by the Collateral Agent to ensure the validity, perfection, priority and enforceability of the security interests of the Collateral Agent in such future acquired Intellectual Property Collateral. The Company hereby authorizes the Collateral Agent, as its attorney in fact (with power of substitution), to modify, amend, or supplement the Exhibits hereto and to reexecute this Agreement from time to time on Company's behalf and as its attorney-in-fact to include any such future Intellectual Property Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Exhibits to be filed with the PTO or Copyright Office as applicable.
- 4. <u>Secured Party's Duties.</u> Notwithstanding any provision contained in this Agreement, the Collateral Agent will have no duty to exercise any of the rights, privileges or powers afforded to them and

will not be responsible to the Company or any other person or entity for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Collateral Agent hereunder or in connection herewith, the Collateral Agent will have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Intellectual Property Collateral.

- 5. <u>Collateral Agent's Rights and Remedies.</u> The Collateral Agent will have all rights and remedies available to it under this Agreement, the Purchase Agreement, each other Transaction Document and applicable law with respect to the security interests in any of the Intellectual Property Collateral. The Company agrees that such rights and remedies include, but are not limited to, the right of the Collateral Agent as a secured party to sell or otherwise dispose of the Intellectual Property Collateral pursuant to the UCC. This Agreement has been granted in conjunction with the security interest granted to the Collateral Agent under the Purchase Agreement. The rights and remedies of the Collateral Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Purchase Agreement, all terms and provisions of which are incorporated herein by reference.
- 6. <u>Successors</u>. The benefits and burdens of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided that Company may not transfer any of the Intellectual Property Collateral or any rights hereunder, without the prior written consent of the Collateral Agent (with the consent of the Majority Lenders), except as specifically permitted under the Purchase Agreement.
- 7. <u>Amendment; No Conflict</u>. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 3 of this Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Purchase Agreement, the provision giving the Collateral Agent and the Lenders greater rights or remedies will govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Collateral Agent and the Lenders under the Purchase Agreement.
- 8. <u>Governing Law.</u> THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.
- 9. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, including counterparts transmitted by facsimile or electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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

"Borrower"		"Collateral A	gent"
SEQUENCE I	DESIGN, INC., a California	Focus Venture	es II, LP
By: Vic Ku Title: Preside	JR Krelker ulkarni ent & Chief Executive Officer	By: Name: Stever Title: Gener	n P. Bird al Partner
Address:	469 El Camino Real, Ste. 202 Santa Clara, CA 95050 Attention: Chief Executive Officer Facsimile:	Address:	525 University Avenue, #1400 Palo Alto, CA 94301
With copy to:	Baker & McKenzie LLP 660 Hansen Way Palo Alto, CA 94304-1044 Attention: Matthew R. Gemello Facsimile: 650.856.9299	With copy to:	

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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

"Borrower"

"Collateral Agent"

SEQUENCE DESIGN, INC., a California

Focus Ventures II, LP

corporation

Ву:

Name: Vic Kulkarni

Title: President & Chief Executive Officer

Name: Steven P. Bird Title: General Partner

Address:

469 El Camino Real, Ste. 202

Santa Clara, CA 95050

Attention: Chief Executive Officer

Facsimile:

Address:

By:

525 University Avenue, #1400

Ston PBuig

Palo Alto, CA 94301

With copy to:

Baker & McKenzie LLP

660 Hansen Way

Palo Alto, CA 94304-1044 Attention: Matthew R. Gemello Facsimile: 650.856.9299 With copy to:

Tara Farnsworth

525 University Ave Ste 1400

Palo Alto, CA

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

U.S. Patents (or Patent Applications) of Company

Country:	Patent No.	Issue Date:	W	Application No.:	Filing Date:	Status:	Patent No.:	Issue Date:
USA	6,598,209	7/22/2003	RTL Power Analysis Using Gate-Level Cell Power Models	09/798,016	2/28/2001	GRANTED	6,598,209	7/22/2003
USA	6,901,565	5/31/2005	RTL Power Analysis Using Gate-Level Cell Power Models	10/447,076	5/27/2003	GRANTED	6,901,565	5/31/2005
USA	6,574,787	6/3/2003	Method and Apparatus for Logic Synthesis (Word-Oriented Netlist)	09/375,836	8/16/1999	GRANTED	6,574,787	6/3/2003
USA	6,493,648	12/10/2002	Method and Apparatus for Logic Synthesis (Inferring Complex Components)	09/375,254	8/16/1999	GRANTED	6,493,648	12/10/2002
USA	900'869'9	2/24/2004	Method for Balanced- Delay Clock Tree Insertion	10/023,329	12/14/2001	GRANTED	6,698,006	2/24/2004
USA	6,701,505	3/2/2004	Circuit Optimization for Minimum Path Timing Violations	10/008,458	11/30/2001	GRANTED	6,701,505	3/2/2004
USA	7,222,318	5/22/2007	Circuit Opimization For Minimum Path Timing Violations	10/627,933	7/25/2003	GRANTED	7,222,318	5/22/2007
USA	6,519,755	2/11/2003	Method and Apparatus Logic Synthesis With Elaboration	09/375,843	8/16/1999	GRANTED	6,519,755	2/11/2003
USA	6,701,507	3/2/2004	Method for Determining a Zero-Skew Buffer Insertion Point	10/022,751	12/14/2001	GRANTED	6,701,507	3/2/2004
USA	6,701,506	3/2/2004	Method for Match Delay Buffer Insertion	10/022,743	12/14/2001	GRANTED	6,701,506	3/2/2004
USA	6,754,877	6/22/2004	Method for Optimal Driver Selection	10/022,747	12/14/2001	GRANTED	6,754,877	6/22/2004
USA	7,003,741	2/21/2006	Method For Optimal Driver Selection	10/838,811	5/3/2004	GRANTED	7,003,741	2/21/2006
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Country:	Patent No.:	Ssue Date:	The	Application No.:	Filing Date:	Status	Patent No.:	Issue Date:
USA	6,807,660	10/19/2004	Vectorless Instantaneous Current Estimation	10/262,914	10/1/2002	GRANTED	6,807,660	10/19/2004
USA	7,185,300	2/27/2007	Vectorless Instantaneous Current Estimation	10/926,660	8/25/2004	GRANTED	7,185,300	2/27/2007
USA	7,117,457	10/3/2006	Current Scheduling System And Method For Optimizing Multi-Threshold CMOS Designs	10/739,659	12/17/2003	GRANTED	7,117,457	10/3/2006
TAIW			Design Method And Architecture For Power Gate Switch Placement	94129877	8/31/2005	Filed		
USA	A delay of the second sec		Design Method And Architecture For Power Gate Switch Placement	10/998,204	11/26/2004	Filed		
USA	American de de la companya de la com		Design Method That Allows Flexible Evaluation Of Power Gated Circuits	11/150,031	6/10/2005	Filed		
USA	7,323,909	1/29/2008	Automatic Extension Of Clock Gating Technique To Fine-Grained Power Gating	11/193,149	7/29/2005	GRANTED	7,323,909	1/29/2008
USA			Automatic Extension Of Clock Gating Technique To Fine-Grained Power Gating	11/952,937	12/7/2007	Filed	-	
USA	Workshood and the second and the sec		Automatic Voltage Drop Optimization	11/551,149	10/19/2006	Filed		
USA			Design Method and Architecture for Power Gate Switch Placement and Interconnection Using Tapless Libraries	11/331,913	1/13/2006	Filed		
USA	5,901,063	5/4/1999	System and Method for Extracting Parasitic Impedance from an Integrated Circuit Layout	08/804,524	2/21/1997	GRANTED	5,901,063	5/4/1999
TAIW	136000	11/1/2001	Methods for Determining On-Chip Interconnect Process Parameters	87115892	9/24/1998	GRANTED	136000	11/1/2001
USA	6,057,171	5/2/2000	Methods for Determining On-Chip Interconnect Process Parameters	08/937,393	9/25/1997	GRANTED	6,057,171	5/2/2000
USA	6,312,963	11/6/2001	Methods for Determining On-Chip Interconnect Process Parameters	09/245,812	2/4/1999	GRANTED	6,312,963	11/6/2001

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Country	Patent No.:	Issue Date:	Title:	Application No.:	Filing Date:	Startus:	Patent No.:	Issue Date:
USA	6,291,254	9/18/2001	Methods for Determining On-Chip Interconnect Process Parameters	09/244,616	2/4/1999	GRANTED	6,291,254	9/18/2001
USA	6,403,389	6/11/2002	Methods for Determining On-Chip Sheet Resistivity	09/373,923	8/12/1999	GRANTED	6,403,389	6/11/2002
USA	6,381,730	4/30/2002	Method and System for Extraction of Parasitic Interconnect Impedance Including Inductance	99,350,966	7/9/1999	GRANTED	6,381,730	4/30/2002
USA	6,643,831	11/4/2003	Method and System for Extraction of Parasitic Interconnect Impedance Including Inductance	10/057,165	1/24/2002	GRANTED	6,643,831	11/4/2003
USA	6,311,312	10/30/2001	Method for Modeling A Conductive Semiconductor Substrate	09/405,510	9/23/1999	GRANTED	6,311,312	10/30/2001
USA	6,591,407	7/8/2003	Method and Apparatus for Interconnect-Driven Optimization of Integrated Circuit Design	09/516,489	3/1/2000	GRANTED	6,591,407	7/8/2003
USA	7,222,311	5/22/2007	Method And Apparatus For Interconnect -Driven Optimization Of Integrated Circuit Design	10/387,644	3/12/2003	GRANTED	7,222,311	5/22/2007

EXHIBIT B

Registered Trademarks of Company:

Country	Mark Name	Application No.	Filing Date	Registration No.	Registered Date	Status
USA	COLUMBUS	75/109,383	May 24, 1996	2,162,591	June 2, 1998	Registered
USA	POWERTHEATER	78/066,862	June 1, 2001	2,744,939	July 29, 2003	Registered
JAPAN	NANOCOOL	2002-097653	November 19, 2002	4665189	April 18, 2004	Registered
USA	ЕГМО	76/523,490	June 18, 2003	2,947,349	May 10, 2005	Registered
USA	COOLTIME	76/523,255	June 18, 2003	2,881,000	September 7, 2004	Registered
USA	SHOWTIME	76/557,279	November 5, 2003	2,912,433	December 21, 2004	Registered
USA	PHYSICALSTUDIO	76/557,290	November 5, 2003	2,912,434	December 21, 2004	Registered
USA	EXTRACTIONSTAGE	76/564,875	December 12, 2003	3,003,308	October 4, 2005	Registered
USA	COOLPOWER	78/590,871	March 18, 2005	3225732	April 3, 2007	Registered
USA	WATTWATCHER	78/338,869	August 11, 1995	2252594	August 11, 1995	Registered
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EXHIBIT C

U.S. Pending Trademark Applications of Company

	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED	FILED
Registration Date	March 18, 2005	March 18, 2005	February 23, 2006	October 6, 2005	June 22, 2007	June 22, 2007	12-Feb-08	8-May-08	4-Dec-07	15-Jan-08	15-Jan-08	27-Nov-07
Registration No.	78//590,841	78/590,851	78,822,255	78/727,932	77/213573	77/213536	77395049	77469301	77343496	77372416	77372263	77338082
· Mark	CoolTheatre	Cool By Design	CoolCheck	NANOCOOL	Design for Power	SMARTSOURCE	WHAT COLOR IS YOUR RTL?	POWERCANVAS	VECTOR SELECTOR	POWERARTIST	IT'S COOL TO BE GREEN	SEQUENCE DESIGN
Country	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA	USA
					INHOUSE	INHOUSE	INHOUSE	INHOUSE	INHOUSE	INHOUSE	INHOUSE	INHOUSE

EXHIBIT D

<u>Copyright/Mask-PCT Authority Registrations of Company</u>:

[None.]

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RECORDED: 03/18/2009