

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/)

09-15-2009

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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1 9/1/09

103574041

To the Director of the U. S. Patent

and documents or the new address(es) below.

**1. Name of conveying party(ies):**

inSilica, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Delaware  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Refer to attached SCHEDULE "A" SECURED PARTIES  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Country: \_\_\_\_\_ Zip: \_\_\_\_\_

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship USA  
 Corporation      Citizenship USA  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) August 14, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
Please refer to attached EXHIBIT "C" - Trademarks

B. Trademark Registration No.(s)  
Please refer to attached EXHIBIT "C" - Trademarks

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Please refer to attached EXHIBIT "C" - Trademarks

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

Name: Mark J. Danielson - IP Legal Counsel  
Internal Address: Pillsbury Winthrop Shaw Pittman LLP  
Street Address: 2475 Hanover Street  
City: Palo Alto  
State: California      Zip: 94304  
Phone Number: 650-233-4562  
Fax Number: 650-233-4545  
Email Address: barbara.weatherly@pillsburylaw.com

**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 280.00  
190.00

Authorized to be charged to deposit account  
 Enclosed *Charge Fee*

**8. Payment Information:**

Deposit Account Number 03-3975  
Authorized User Name Mark J. Danielson

**9. Signature:** *Mark J. Danielson*      September 1, 2009  
Signature      Date

Mark J. Danielson - IP Counsel for InSilica, Inc.      Total number of pages including cover sheet, attachments, and document: 17  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SCHEDULE A**  
**SECURED PARTIES**

New Path Ventures LLC
New Path Ventures GMBH & CO. KG
New Path Ventures II, LLC
The Dow Chemical Company
Crossbow Venture Partners LP
New Enterprise Associates - IndoUS Ventures, LLC

48109/8800  
JTK/327155.1

**NEW PATH VENTURES, LLC,**  
a Delaware limited liability company

**By: New Path Ventures Management Company,  
LLC**

By *[Signature]*  
Managing Member

Address: 3945 Freedom Circle  
Suite 1050  
Santa Clara, California 95054

**NEW PATH VENTURES GMBH & CO. KG**

By *[Signature]*  
Its CORP OF DE

Address: 3945 Freedom Circle  
Suite 1050  
Santa Clara, California 95054

**NEW PATH VENTURES II, LLC,**  
a Delaware limited liability company

By: **New Path Ventures Management Company II, LLC**

By: *Justin D. Daulton*  
Managing Member

Address: 3945 Freedom Circle  
Suite 1050  
Santa Clara, California 95054

481027800  
JTK/327166.1

**SECURED PARTIES:**

**THE DOW CHEMICAL COMPANY**

*CORPORATION: DE*

By \_\_\_\_\_

Its *Fernando Ruiz*  
*Corp. Vice President & Treasurer*

Address: 2030 Dow Center

Midland, MI 48674

Attention: Corporate Venture Capital

*LPS  
MR  
CWR  
KYB*

*Intellectual Property Security Agreement  
Insilica, Inc - August, 2009*

**CROSSBOW VENTURE PARTNERS LP**

By: Crossbow Venture Partners Corp., as its  
general partner

By: Ravi Ugale DELAWARE  
Ravi M. Ugale, Vice President

Address: One North Clematis Street  
Suits 510  
West Palm Beach, Florida 33401

Phone: +1 (561) 838-9005

Fax: +1 (561) 838-4105

Attention: Ravi Ugale

NEW ENTERPRISE ASSOCIATES  
INDOUS VENTURES, LLC

By: *[Signature]*

Name:

Title: Director

DELAWARE

Address:

3945 FREEDOM CIRCLE

SUITE 1050

SANTA CLARA CA 95054

40109/0800  
JTK/227 155.1

## EXHIBIT C

## Trademarks

Trademark	Status	Application or Registration Number	Application or Registration Date
<b>INDESIGN</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application Published for Opposition on 02/01/2005.	Published	78/405,779	21-Apr-2004
<b>INFLEX</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Examination completed; application approved for publication 12/30/2004.	Pending	78/426,277	27-May-2004
<b>INGENIOUS</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application under Examination; Office Action response due 05/28/2005.	Pending	78/405,751	21-Apr-2004
<b>INNETLIST</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application Published for Opposition on 02/15/2005.	Published	78/405,921	21-Apr-2004
<b>INRTL</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application under Examination; Office Action response due 05/17/2005.	Pending	78/405,876	21-Apr-2004
<b>INSILICA</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application Published for Opposition on 02/22/2005.	Published	78/405,389	20-Apr-2004
<b>INTELLECT IN SILICON</b> Country:United States of America Classes: 42 Goods:Consulting services, namely, custom design of integrated circuits. Remarks:Application Published for Opposition on 01/18/2005.	Published	78/405,665	21-Apr-2004



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of August 14, 2009 by and between InSilica, Inc., a Delaware corporation (the "Grantor") and those entities and or individuals listed on Schedule A attached hereto as may be amended from time to time (each, a "Secured Party" and collectively, the "Secured Parties"). Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Purchase Agreement (as defined below).

### RECITALS

A. The Debtor and the Secured Parties are parties to that certain Secured Convertible Promissory Note Purchase Agreement (the "Purchase Agreement") of even date with this Agreement, pursuant to which the Secured Parties have agreed to loan Debtor an aggregate amount of up to four million dollars (\$4,000,000.00), and Debtor, of even date with this Agreement, will issue to each of the Secured Parties a Secured Convertible Promissory (each, a "Note" and collectively, the "Notes").

B. The parties intend that the Debtor's obligations to repay the Notes be secured by all of the Collateral (as defined below) of the Debtor.

### NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications,

including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable

to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

### 3. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Purchase Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. Any provision of this Agreement may be amended, waived or modified (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely), upon the written consent of the Debtor and the Majority Holders; provided, that, such an amendment, waiver or modification may not, without the consent of each adversely effected Secured Party, adversely change the rights or obligations of a Secured Party in a manner that makes such rights or obligations different from those applicable to the Secured Parties generally.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*Remainder of this page intentionally left blank: signature page follows*

*[Signature page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

3945 Freedom Circle, Suite 700 368  
Santa Clara, CA 95054  
Attn: President

**GRANTOR:**

INSILICA, INC.

By:

Name:

Its:

**EXHIBIT A**

**Copyrights**

**Description**

**Registration Number**

**Registration Date**

**EXHIBIT B**

**Patents**

Description

Registration/Serial Number

Registration/Application Date

See Attached



## LIST OF PATENTS GRANTED

JBIG Arithmetic Coder Implementation	19/11/2002: FR 02/14468	19/11/2003 PCT/FR03/50124
JBIG Specific code for carry flush optimisation "Code Tak"	04/04/2002 : FR 02/04210	04/04/2003: PCT/FR03/01078
Variable Memory allocation in an image processor	06/06/2002: FR 02/06969	06/06/2003: PCT/FR03/01708
Apparatus and method for task switches in image processor	06/06/2002: FR 02/06968	06/06/2003: PCT/FR03/01711
A Dual Bus Architecture for Engine Speed Printing	12/03/2003: FR 03/03061	12/03/2004: PCT/FR04/00624

NOTE: Assignment of the above listed patents may be pending.

Patent Name	Patent #
INTEGRATED CIRCUIT DIE HAVING AN INTERFERENCE SHIELD	US 6,486,534 B1
FRACTIONAL N-TYPE FREQUENCY SYNTHESIZER	US 6,570,452 B2
SYSTEM AND METHOD FOR RECEIVING & PROCESSING GPS & WIRELESS SIGNALS	US 6,831,911 B1
METHOD OF AN APPARATUS FOR PERFORMING MODULATION	PUB. No. Us 2002/014140 A1
METHOD & SYSTEM FOR DIRECTLY MODULATING A VOLTAGE CONTROLLED OSCILLATOR	US 6,549,078 B1

INSILICA CONFIDENTIAL  
 PATENTS LIST - ISSUED AND PENDING  
 Document Number: LIST-OF-PATENTS-080609





## LIST OF PATENTS FILED (PENDING)

An Apparatus and Method for Fine Tuning a Print Engine on a Line Start Pixel	60/662,385	Provisional Application Filed with the USPTO, March 16, 2005 Patent status: pending
A Method and Apparatus for Image Convolution	11/087,313	US application filed with the USPTO on March 23, 2005, Patent status: pending
Mixed Image and Text Compression Apparatus and Method	10/974,642	US application filed with the USPTO on 27-Oct-2004, Patent status: pending
An Apparatus and Method for Hard Coded Image Smoothing	11/013,824	US application filed with the USPTO on December 16, 2004 Patent status: pending
A Method for an Efficient Processing of a High-Resampling of a Print Image	11/144,511	US application filed with the USPTO on June 2, 2005, Patent status: pending
An Apparatus and Method for an Intelligent Photo Printer	60/619,614 11/250,502	US application filed with the USPTO on October 14, 2005 Patent status: pending
An Apparatus and Method for Controlling the Heaters of a Thermal Printer Head	11/256,019	US application filed with the USPTO on 20-Oct-2005, Patent status: pending

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 PATENTS LIST -- ISSUED AND PENDING  
 Document Number: LIST-OF-PATENTS-080609