

06-16-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



To the Honorable Comr:

attached original documents or copy thereof.

1. Name of conveying party(ies):
SMART TECHNOLOGIES, INC.

101066765
TTW
6-11-99

Address of receiving party(ies):

Name: IMPERIAL BANK
Address: 226 AIRPORT PARKWAY
City: SAN JOSE State: CA Zip: 95110

Individual(s) citizenship:

Individual(s) citizenship:

Association:

Association:

General Partnership:

General Partnership:

Limited Partnership:

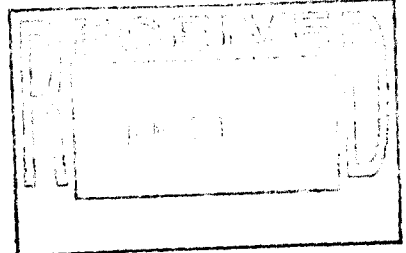
Limited Partnership:

Corporation - State: TEXAS

Corporation - State:

Other:

Other: a California chartered bank



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

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:

- Assignment Merger
- Security Agreement Change of Name
- Other

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

Execution Date: May 14, 1999

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

A. Trademark Application No.(s)

75/566,392	75/171,187	75/257,930
75/290,905	75/300,102	75/345,005
75/380,605	75/380,317	75/380,316
75/466,355	75/466,356	75/466,357
75/466,354	75/480,162	

B. Trademark Registration No.(s)

N/A

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
401 B Street, Suite 1700
San Diego, California 92101-4297

6 Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 07-1907

(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.

Erin O'Brien
Name of Person Signing

Erin O'Brien
Signature

June 10, 1999
Date

Total number of pages comprising cover sheet: [7]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 14, 1999 by and between IMPERIAL BANK ("Bank") and SMART TECHNOLOGIES, 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 Credit Terms and Conditions by and between Bank and Grantor, as amended through an Amendment dated of even date herewith (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 and Patents 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 and any other obligations now or hereafter owing to Bank, 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 and Trademarks listed on Schedules A, B and C 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.


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:

11701 Stonehollow Drive
Austin, TX 78758

SMART TECHNOLOGIES, INC.

By: 

Title: PRESIDENT/CEO

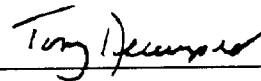
Attn: Chief Executive Officer, Chief Financial Officer

BANK:

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

IMPERIAL BANK

By: 

Title: SVP

Attn: Corporate Banking Center

SCHEDULE A

Copyrights

None

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SCHEDULE B

Patents and Patent Applications.

1. U.S. Patent Application Serial No. 09/036,010, filed March 6, 1998 and entitled "System and Method for maintaining States for User Sessions with a Web System."
2. U.S. Divisional Patent Application filed September 28, 1998; entitled "Enterprise Interaction Hub for Managing an Enterprise Web System."

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SCHEDULE C

Trademarks, Trade Names and Service Marks.

1. SMART Texas uses in commerce the tradename "SMART TECHNOLOGIES".
2. SMART Texas uses or has used in commerce the trademark "SMART Bench" for certain software goods.
3. SMART Texas uses in commerce the trademark "SMART TOUCHPOINTS" for certain software goods.
4. SMART Texas uses or has used in commerce the trademark "eCUSTOMER" for certain software goods.
5. SMART Texas uses in commerce the trademark "SMART DNA" for certain software goods.
6. SMART Texas uses in commerce the trademark consisting of a red circle with a DNA strand inside it for certain software goods.
7. SMART Texas uses or has used in commerce the trademark "SMART DNA SERVICES" for certain software goods.
8. SMART Texas uses or has used in commerce the trademark "CUSTOMER CHANNEL ENABLEMENT" for certain software goods.
9. SMART Texas uses or has used in commerce the trademark "SMART DNA HUB" for certain software goods.
10. SMART Texas uses or has used in commerce the trademark "SMART DNA BENCH" for certain software goods.
11. SMART Texas filed U.S. Trademark Application, Serial No. 75/566,392, on October 6, 1998, for the trademark "TOUCHPOINTS" for certain software goods.
12. SMART Texas filed U.S. Trademark Application, Serial No. 75/171,187, on September 24, 1996, for the trademark "SMART DNA" for certain software goods. This application is currently suspended pending resolution of prior references cited against it.
13. SMART Texas filed U.S. Trademark Application, Serial No. 75/257,930, on March 14, 1997, for the trademark "CUSTOMER INTERACTION WEBSYSTEM" for certain software goods. This application has been abandoned.
14. SMART Texas filed U.S. Trademark Application, Serial No. 75/290,905, on April 14, 1997, for the service mark "SMARTNAP" for certain software services. This application has been abandoned.

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15. SMART Texas filed U.S. Trademark Application, Serial No. 75/300,102, on May 28, 1997, for the trademark "CUSTOMER INTERACTION HUB" for certain software goods. This application will be abandoned.
16. SMART Texas filed U.S. Trademark Application, Serial No. 75/345,055, on August 22, 1997, for the trademark consisting of a red circle with a DNA strand inside it for certain software goods.
17. SMART Texas filed U.S. Trademark Application, Serial No. 75/380,605, on October 28, 1997, for the trademark "SMART TOUCHPOINTS" for certain software goods.
18. SMART Texas filed U.S. Trademark Application, Serial No. 75/380,317, on October 28, 1997, for the trademark "SMART Serv" for certain software goods. This application is closed.
19. SMART Texas filed U.S. Trademark Application, Serial No. 75/380,316, on October 28, 1997, for the trademark "SMART SYNCH" for certain software goods. This application has been abandoned.
20. SMART Texas filed U.S. Trademark Application, Serial No. 75/466,355, on April 10, 1998, for the trademark "Enterprise Customer Interaction System" for certain software goods.
21. SMART Texas filed U.S. Trademark Application, Serial No. 75/466,357, on April 10, 1998, for the trademark "SMART DNA SERVICES" for certain software goods. On March 14, 1999, the U.S. Patent and Trademark Office initially refused this application on grounds that this mark resembles a previously registered mark so as to be likely to cause confusion, mistake or to deceive.
22. SMART Texas filed U.S. Trademark Application, Serial No. 75/466,356, on April 10, 1998, for the trademark "CUSTOMER CHANNEL ENABLEMENT" for certain software goods. On March 14, 1999, the U.S. Patent and Trademark Office initially refused this application on grounds that this mark is merely descriptive.
23. SMART Texas filed U.S. Trademark Application, Serial No. 75/466,354, on April 10, 1998, for the trademark "TIME TO CUSTOMER SATISFACTION" for certain software goods. On March 14, 1999, the U.S. Patent and Trademark Office requested that SMART Texas clarify the description of goods for this mark.
24. SMART Texas filed U.S. Trademark Application, Serial No. 75/480,162, on May 6, 1998, for the trademark "eCUSTOMER" for certain software goods.

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