

FORM PTO-1584 (Rev. 6-93) *MD*
OMB No. 0681-0011 (exp. 4-94) *8-2-9*
Tab settings *000* ▼

08-04-1999



101108554

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

To the Honorable Commission

and the attached original documents or copy thereof.

1. Name of conveying party(ies):

Handspring, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: JUNE 10, 1999

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address:

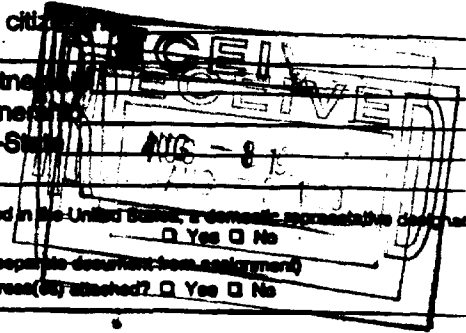
Street Address: 6111 N. RIVER RD.

City: ROSEMONT State: IL ZIP: 60018

- Individual(s) citizen of the United States
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 patent number(s):

A. Trademark Application No.(s)

SEE SCHEDULE B

B. Trademark Registration No.(s)

SEE SCHEDULE B

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: ONE POST ST, SUITE 2675

Street Address:

City: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 3.41).....\$1,600.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/03/1999 HTRM1 00000505 2187334

DO NOT USE THIS SPACE

01 FC 481 40.00 DP
02 FC 482 975.00 BP

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.

NANCY O'CONNOR

Name of Person Signing

Nancy O'Connor

Signature

7/30/99

Date

Total number of pages including cover sheet, attachments, and document: 10

Mall documents to be recorded with required cover sheet information to:

SCHEDULE B

TRADEMARKS AND TRADEMARK APPLICATIONS

See attached schedule

Mark: HANDSPRING

Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
Argentina	9	2,187,334	11/17/98			PENDING
Australia	9	778,526	11/16/98			PENDING
Brazil	9					MAILED
Canada		897,845	11/27/98			PENDING
China (People's Republic Of)	9					MAILED
European Union	9	988,600	11/16/98			PENDING
Hong Kong	9	15,312/1998	11/16/98			PENDING
India	9	N/A	11/17/98			PENDING
Israel	9	123,942	11/18/98			PENDING
Japan	9	102,187/1998	11/27/98			PENDING
Mexico	9	355,825	11/27/98			PENDING
New Zealand	9	301,353	11/16/98			PENDING
Norway	9	1998,10,398	11/18/98			PENDING
Russian Federation	9	98,718,260	11/18/98			PENDING
Singapore	9	11,594/98	11/19/98			PENDING
South Africa	9	98/20,547	11/17/98			PENDING
South Korea	9	98-31,771	12/ 3/98			PENDING
Switzerland	9	N/A	11/18/98			PENDING
Taiwan	9	87,055,373	11/16/98			PENDING
United States	9	75/583,104	11/ 5/98			PENDING
Venezuela	9	21,880-98	11/24/98			PENDING

Mark: MISCELLANEOUS DESIGN

Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
United States	9	N/A	4/ 1/99			PENDING

Mark: Miscellaneous Design (HANDSPRING)

Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
Argentina	9					PROPOSED
Australia	9	N/A	4/14/99			PENDING
Brazil						PROPOSED
Canada						PROPOSED
China (People's Republic Of)	9					PROPOSED
European Union	9					PROPOSED
Hong Kong	9	N/A	4/14/99			PENDING
India	9	N/A	4/15/99			PENDING

Israel	9						PROPOSED
Japan	9	N/A	4/16/99				PENDING
Mexico	9						PROPOSED
New Zealand	9	307,933	4/14/99				PENDING
Norway	9	1999/3,952	4/20/99				PENDING
Russian Federation	9						PROPOSED
Singapore	9						PROPOSED
South Africa	9						PROPOSED
South Korea	9						PROPOSED
Switzerland	9						PROPOSED
Taiwan	9						PROPOSED
Venezuela	9						PROPOSED

Mark: SPRINGBOARD

Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
Argentina	9					PROPOSED
Australia	9	N/A	4/14/99			PENDING
Brazil						PROPOSED
Canada						PROPOSED
China (People's Republic Of)	9					PROPOSED
European Union	9					PROPOSED
Hong Kong	9	N/A	4/14/99			PENDING
India	9	N/A	4/15/99			PENDING
Israel	9					PROPOSED
Japan	9	N/A	4/16/99			PENDING
Mexico	9					PROPOSED
New Zealand	9	307,931	4/14/99			PENDING
Norway	9					PROPOSED
Russian Federation	9					PROPOSED
Singapore	9					PROPOSED
South Africa	9					PROPOSED
South Korea	9					PROPOSED
Switzerland	9					PROPOSED
Taiwan	9					PROPOSED
United States	9	75/656,749	3/9/99			PENDING
Venezuela	9					PROPOSED

Mark: VISOR

Country	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Status
Argentina	9					PROPOSED

Australia	9		4/14/99	PENDING
Brazil				PROPOSED
Canada				PROPOSED
China (People's Republic Of)	9			PROPOSED
European Union	9			PENDING
Hong Kong	9	N/A	4/14/99	PENDING
India	9	N/A	4/15/99	PROPOSED
Israel	9			PENDING
Japan	9	N/A	4/16/99	PROPOSED
Mexico	9			PENDING
New Zealand	9	307,932	4/14/99	PROPOSED
Norway	9			PROPOSED
Russian Federation	9			PROPOSED
Singapore	9			PROPOSED
South Africa	9			PROPOSED
South Korea	9			PROPOSED
Switzerland	9			PROPOSED
Taiwan	9			PENDING
United States	9	N/A	4/11/99	PENDING
Venezuela	9			PROPOSED

ORIGINAL

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement is made on this 10th day of June 1999, by and between Handspring, Inc. (the "Borrower") and Comdisco, Inc., (the "Lender"),

WHEREAS, Borrower and Lender are parties to a certain Subordinated Loan and Security Agreement dated June 10, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

WHEREAS, pursuant to that certain Loan Agreement, the Borrower has agreed to grant to Lender a lien on and a security interest in, inter alia, all the patent and trademark rights that Borrower may have in the patents and trademarks to the extent of the Loan and made thereunder.

NOW THEREFORE, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender agree as follows:

1. **Security Interest in Patents.** To secure the full, complete and timely payment and satisfaction of Borrower's indebtedness with respect to the Loan owed to Lender, Borrower hereby collaterally grants to the Lender (with power of sale), to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world; excluding, however, that certain Software License Agreement, dated as of September 24, 1998, among 3Com

Corporation and JD Technology, Inc., as Borrower's predecessor in interest therein, and any License, Chattel Paper or Contract to which Borrower is or becomes a party as licensee, borrower or otherwise, to the extent that (a) such License, Chattel Paper or Contract or property subject thereto is not assignable or capable of being encumbered as a matter of law or under the terms of the License, or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lender thereof or other applicable party thereto and (b) such consent has not been obtained; nevertheless, the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (i) any and all proceeds of such License, Chattel Paper or Contract and property subject thereto to the extent that the assignment or encumbering of such proceeds is not so restricted and (ii) upon the consent of any such licensor, lender or other applicable party with respect to any such otherwise excluded License, Chattel Paper or Contract being obtained (which consent shall be required only at Lender's request following an Event of Default hereunder), thereafter such License, Chattel Paper or contract and property subject thereto as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest shall be included within the term "Collateral". The Borrower shall be liable for and promptly reimburse the Lender for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or security interests provided for herein.

2. Authorization. Borrower hereby authorizes and requests that the Commissioner of Patents and Trademarks record this document.

3. Covenant and Warranty of Title. Borrower covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks in which a security interest is granted hereunder.

4. Restrictions on Future Assignment. Until all obligations under the Loan Agreement are deemed by Lender to be fully satisfied, Borrower hereby agrees not to sell or assign or grant a security interest in the Patents to the extent of the Loan, and Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment Agreement.

5. Lender's Right to Sue. From and after the occurrence of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or

desirable to aid Lender in such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses, including reasonable attorney's fees, incurred by Lender in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

7. **Termination.** This grant is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this grant shall terminate and Lender shall execute and deliver to Borrower all agreements, grants or instruments as may be necessary or proper to terminate Lender's lien and security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Agreement.

8. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

10. **Binding Effect.** This Agreement shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its nominees and assigns.

11. **Governing Law.** This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

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

ATTEST:

HANDSPRING, INC.

(Corporate Seal)

AM Hutchins
Secretary

By: Michael S. Smith

Title: CEO

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

NONE AT THIS TIME

Collateral Assignment of Patent and Trademark

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