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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101183647

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

ViewSonic Corporation.

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

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

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

Name: Bank of America, N.A., as Agent

Internal Address: Attn: K. Kelly

Street Address: 55 South Lake Ave., Suite 900

City: Pasadena State: CA ZIP: 91101

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other national banking association

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

3. Nature of conveyance:

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

Execution Date: October 19, 1999

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

A. Trademark Application No.(s)

See attached Schedule 1

B. Trademark registration No.(s)

See attached Schedule 1

Additional numbers attached? ☒ Yes ☐ No

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

Name: Sheppard, Mullin, Richter & Hampton LLP

Internal Address: Attn: J. Cravitz

Street Address: 333 S. Hope St., 48th Floor

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

60

7. Total fee (37 CFR 3.41):..... \$ 1,515.00

☒ 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.

Anthony R. Callobre, Esq.
Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

14

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

10/26/1999 MTHA11 00000252 1847527

01 FC:481
02 FC:48240.00 OP
1475.00 OPCommissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK

REEL: 001974 FRAME: 0925

SCHEDULE 1
TO RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TRADEMARKS AND SERVICE MARKS

State or Country	Registration Number	Registration Date	Trademark or Service Mark
U.S.A.	1,847,527	08/02/94	ARAG
U.S.A.	2,213,275	12/22/98	CYBERVISION (Stylized)
U.S.A.	2,188,493	09/08/98	E2
U.S.A.	1,994,344	08/20/96	LEAF LOGO DESIGN
U.S.A.	2,168,827	06/30/98	EXPRESS EXCHANGE
U.S.A.	1,820,233	02/08/94	FAXSONIC
U.S.A.	1,793,954	09/21/93	KEYPOINT *
U.S.A.	2,239,186	04/13/99	MEGAMONITOR
U.S.A.	1,960,792	03/05/96	ONVIEW
U.S.A.	1,939,003	11/28/95	OPTIGREEN
U.S.A.	1,737,511	12/01/92	OPTIQUEST
U.S.A.	2,257,391	06/29/99	PERFECTFLAT
U.S.A.	2,263,868	07/27/99	PERFECTSOUND
U.S.A.	2,267,596	08/3/99	SEE AND HEAR THE DIFFERENCE
U.S.A.	2,041,677	03/04/97	SEE THE DIFFERENCE
U.S.A.	2,032,966	01/21/97	SONICTRON
U.S.A.	2,257,611	06/29/99	SUPERCLEAR
U.S.A.	2,265,416	07/27/99	SUPERPRESS
U.S.A.	1,717,598	09/22/92	THREE BIRDS (design)

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U.S.A.	1,832,640	04/26/94	VIEWMATCH
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U.S.A.	2,072,039	06/17/97	VIEWPANEL
U.S.A.	1,647,326	06/11/91	VIEWSONIC
U.S.A.	2,086,835	08/12/97	VIEWSONIC AND DESIGN

* Will be abandoned.

PENDING TRADEMARK AND SERVICE MARK APPLICATIONS

State or Country	Application Serial No.	Application Filing Date	Trademark or Service Mark
U.S.A.	75-688,140	04/21/99	1SYNC
U.S.A.	DISPATCHED	09/22/99	2NDPC
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U.S.A.	75-412,241	12/30/97	CYBERCLEAR & DESIGN
U.S.A.	75-433,584	02/12/98	CYBERPANEL
U.S.A.	75-433,583	02/12/98	CYBERPHOTO
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U.S.A.	DISPATCHED	08/18/99	IMACHINE
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U.S.A.	75-210,858	12/10/96	LUCID
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U.S.A.	75-724,083	06/08/99	MONITRADE
U.S.A.	75-215,548	12/19/96	OFFICE THEATER *
U.S.A.	75-761,157	07/23/99	OFFICE THEATER
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U.S.A.	DISPATCHED	07/14/99	OPTISYNC
U.S.A.	75-330,240	07/24/97	PERFECT PORTRAIT (This application was rejected, but will be appealed.)
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U.S.A.	DISPATCHED	08/30/99	VIEWSONIC ON TOP
U.S.A.	75-597,602	12/01/98	VIEWSONIC ON TOP AND DESIGN
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U.S.A.	75-617,774	01/07/99	VISIONBANK
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U.S.A.	75-287,268	05/05/97	WEBSONIC
U.S.A.	75-485,752	05/15/98	WEBPARTNER (This application has been suspended.)
U.S.A.	75-526,519	07/28/98	XTREMEMONITOR
U.S.A.	75-580,920	11/02/98	XTREMEVIEW

* Will be abandoned

FIRST AMENDMENT TO
SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

THIS FIRST AMENDMENT TO SECURITY AGREEMENT - GENERAL INTANGIBLES (PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE) (this "Amendment"), dated as of October 19, 1999, is entered into by and between VIEWSONIC CORPORATION, a Delaware corporation ("Borrower") and Bank of America, N.A. (formerly known as Bank of America National Trust and Savings Association), as agent for the Lenders under the Loan Agreement referred to below (in such capacity, "Agent"), with reference to the following facts:

RECITALS

A. Borrower and Bank of America National Trust and Savings Association (now known as Bank of America, N.A.), in its sole capacity ("Bank"), entered into the Amended and Restated Business Loan Agreement (Receivables and Inventory) dated as of July 15, 1997 (as amended through the date hereof, the "Original Loan Agreement"), pursuant to which Bank provided Borrower with certain credit facilities.

B. To secure all indebtedness and obligations of Borrower to Bank under the Original Loan Agreement, Borrower executed that certain Security Agreement - General Intangibles (Patents, Trademarks, Copyrights, Computer Software) (the "Security Agreement") dated April 22, 1997, which was recorded on May 27, 1997 in Reel 1597, Frame 0373 of the records of the United States Patent and Trademark Office.

C. Borrower has acquired: (1) the additional trademarks and service marks listed on Annex I attached hereto (the "Trademarks"); (2) the additional patent applications listed on Annex I attached hereto (the "Patents"); and (3) the additional copyrights listed on Annex I attached hereto (the "Copyrights").

D. Borrower, Agent and certain financial institutions from time to time party thereto (the "Lenders") are entering into that certain Loan and Security Agreement of even date herewith (the "Loan Agreement"), pursuant to which the Lenders will refinance Borrower's indebtedness to Bank under the Original Loan Agreement, making available to Borrower a revolving line of credit for loans, letters of credit and bankers' acceptances in an amount not to exceed \$145,000,000.

E. The parties hereto wish to enter into this Amendment to: (1) provide that any and all collateral provided by Borrower to Bank pursuant to the Security Agreement now secures Borrower's obligations to Agent and the Lenders under the Loan Agreement; (2) provide that the Security Agreement now inures to the benefit of Agent, for the ratable benefit of the Lenders, rather than to the sole benefit of Bank; and (3) amend and supplement the Security Agreement to add the Trademarks, Patents and Copyrights, listed on Annex I attached hereto, so that such

Trademarks, Patents and Copyrights are covered by the Agreement and to further amend Exhibit A to the Security Agreement.

F. The Loan Agreement provides, as a condition precedent to the Lenders' obligations to extend credit facilities to Borrower, that Borrower execute and deliver this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment to Section 1. The first sentence of Section 1 of the Security Agreement is hereby amended by deleting the reference therein to "BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association" and by substituting the following therefor:

"BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as Agent, for the ratable benefit of each of the Lenders which are from time to time parties to the Loan and Security Agreement dated as of October 19, 1999 (the 'Loan Agreement'), among Borrower, certain Lenders which are signatories thereto, and Bank of America, N.A., as Agent".

2. Amendment to References to "Bank". Each reference to Bank contained in the Security Agreement hereinafter shall be deemed to be a reference to Bank of America, N.A., as Agent, for the ratable benefit of each of the Lenders which are from time to time parties to the Loan Agreement.

3. Amendment to Indebtedness. Section 2 of the Security Agreement is hereby amended to read in full as follows:

"2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of Borrower to Agent, the Lenders and any one or more of them. For the purpose of this Agreement, 'Indebtedness' shall mean all Obligations of Borrower to Agent or any Lender under (and as defined in) the Loan Agreement."

4. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended to read in full as set forth on Annex I to this Amendment.

5. Otherwise Not Affected. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Security Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect.

IN WITNESS WHEREOF, Borrower has executed this Amendment by its duly authorized officer as of the date first above written.

"Borrower"

VIEWSONIC CORPORATION,
a Delaware corporation

By: _____


Jeremiah R. Kanaly

Chief Financial Officer and Vice President

Address for Borrower:

ViewSonic Corporation
381 Brea Canyon Road
Walnut, California 91789
Attention: Chief Financial Officer
Telecopy No.: (909) 468-0300

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

"Agent"

BANK OF AMERICA, N.A.
(formerly known as Bank of America
National Trust and Savings Association),
as Agent for the Lenders

By: _____

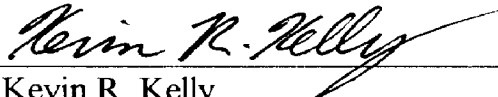

Kevin R. Kelly
Vice President

EXHIBIT A**TRADEMARKS AND SERVICE MARKS**

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U.S.A.	75-580,920	11/02/98	XTREMEVIEW

* Will be abandoned.

EXHIBIT A

PENDING PATENTS

Patent	Application No.	Filing Date	Comments
Method and Apparatus for Magnifying Imaging Devices Using a Plurality of Light Pipes	08/969,920	11/13/1997	Pending
A New Single Frequency Multiple Resolution Cathode Ray Tube Display	60/136,682	5/28/1999	Pending

EXHIBIT A

COPYRIGHTS

Copyright	Registration No.	Registration Date
Viewsonic P810 User's Guide	TX 4-700-561	07/20/1998
Viewsonic EA771/A771B User's Guide	TX 4-700-562	07/20/1998
Four Birds	V Au 278-067	09/12/1997