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01-05-2001

Docket No.:

F6415-0103

12-15-2000



U.S. Patent &amp; TMO/TM Mail RcptDt. #57

Owner of Patent.

101573711

Attached original documents or copy thereof.

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

Evans & Sutherland Computer Corporation *MRO**12.15.00*

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

Additional names(s) of conveying party(ies)       Yes  No

## 3. Nature of conveyance:

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

Execution Date: December 14, 2000

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

Name: Foothill Capital CorporationInternal Address: Water GardensStreet Address: 2450 Colorado Blvd., Suite 3000WCity: Santa Monica                      State: CA      ZIP: 90404

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State California  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                               Yes       N  
 (Designations must be a separate document from Additional name(s) & address(es)       Yes       N

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

## A. Trademark Application No.(s)

22                      Evans & United States  
 (see attached Sutherland Trademark  
 Schedule A- pending Apps.

Additional numbers

## B. Trademark Registration No.(s)

20                      Evans & Trademark  
 (see attached Sutherland Regs.)  
 Schedule A- United States

 Yes  No

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

Name: Karin E. Peterka, Esq.Internal Address: Buchalter, Nemer, Fields & YoungerStreet Address: 601 S. Figueroa St., Suite 2400City: Los Angeles                      State: CA      ZIP: 90017

## 6. Total number of applications and registrations involved:.....

42

7. Total fee (37 CFR 3.41):.....\$ \$1,065.00

- Enclosed Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account

## 8. Deposit account number:

500977

01/02/2001 GTGN11 00000030 2391030

DO NOT USE THIS SPACE

01 FC:481                              40.00 DP  
 02 FC:482                              1025.00 DP

## 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.

Karin E. Peterka

Name of Person Signing

*Karin E. Peterka*

Signature

12/15/2000

Date

Total number of pages including cover sheet, attachments, and

35

TRADEMARK  
 REEL: 002206 FRAME: 0892

**SCHEDULE A**

**EVANS & SUTHERLAND**

**UNITED STATES TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration Number</b>
CLEAN LINE	10/03/00	2,391,030
DIGISTAR	07/18/89	1,548,086
E & S	09/28/93	1,794,796
E & S Design	08/31/99	2,274,250
<u>EASIEST</u>	07/13/93	1,782,050
ESIG	11/13/90	1,622,171
ESRIG	08/10/93	1,787,394
ESV	09/03/91	1,655,408
FREEDOM GRAPHICS	06/04/96	1,978,627
FREEDOM SERIES	04/04/95	1,887,805
GLAZE	08/11/98	2,180,671
HARMONY	10/12/99	2,285,879
INTEGRATOR	08/17/99	2,270,598
RAPIDSCENE	04/23/96	1,970,117
REAL IMAGE	04/21/98	2,153,225
REAL IMAGE	05/18/99	2,246,784
STARRIDER	06/22/99	2,255,816
SUPER TEXTURE	06/08/99	2,252,062
THEMEL	02/22/94	1,823,613
VELOCITY	01/24/95	1,875,112

**SCHEDULE A****EVANS & SUTHERLAND****PENDING UNITED STATES TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Filing Date</b>	<b>Serial Number</b>
CHANLOCK	09/11/98	75/551,058
E & S RAPIDSITE	02/16/99	75/641,096
ENSEMBLE	08/17/98	75/537,635
ESCP 2000	11/10/98	75/586,555
ESCP 3000	11/10/98	75/586,556
ESDIRECT	02/01/00	75/906,645
EVANS & SUTHERLAND	06/23/99	75/735,682
LASERWIDE	07/19/00	76/092,499
MELODY	08/17/98	75/537,634
OPENSIM	03/31/00	76/015,157
RAPIDSITE	02/16/99	75/641,442
REALIMAGE: WHEN QUALITY MATTERS	06/26/00	76/077,390
SENSOR TEXTURE	08/27/99	75/786,770
SHOWMAKER	07/28/00	76/099,436
SIMFUSION	01/19/00	75/898,683
STUDIO ON A CHIP	05/12/00	76/047,684
SUPERTITLER	02/22/00	75/923,557
SUPERTITLER	02/22/00	75/923,679
SYMPHONY	07/07/98	75/514,194
THE POWER BEHIND THE SCENES	09/11/98	75/551,059

View	Time/Date	Serial Number
THE POWER BEHIND THE SCENES	07/12/00	76/087,632
VISION 360	03/31/00	76/015,158

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), is entered into as of December 14, 2000, between **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Foothill"), with a place of business located at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 and **EVANS & SUTHERLAND COMPUTER CORPORATION**, a Utah corporation ("Borrower"), with its chief executive office located at 600 Komasa Drive, Salt Lake City, Utah 84108.

A. Debtor and Foothill are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

B. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Foothill.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

## 1. **DEFINITIONS AND CONSTRUCTION.**

1.1 **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) **Trademarks:** Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights, and the associated goodwill;

(ii) All of Debtor's right to the trademark registrations and trademark applications listed on Schedule A, attached hereto, as the same may be updated from time to time;

(iii) All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for,

renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iv) Patents: Each of the patents and patent applications which are presently, or in the future may be owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

(vi) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(vii) Copyrights: Each of the common law copyrights, copyright registrations, copyright applications, and works protectable by copyright, whether published or unpublished, which are presently, or in the future may be, owned, created, authored (as a work for hire), acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto and all registrations therefor or hereafter granted or applied for, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits) and rights to renew and extend such copyrights and copyright rights;

(viii) All of Debtor's right, title, and interest, in and to the copyright registrations and copyright applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

(ix) All of Debtor's right, title, and interest to register all common law copyrights, copyright registrations, copyright applications, and works protectable by copyright, whether published or unpublished, and copyrights under any federal copyright law or regulation of any foreign country and to apply for, renew, and extend the copyright registrations and copyright rights, the right (without obligation) to sue in the name of Debtor or in the name of Foothill for past, present, and future infringements of the copyrights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(x) All general intangibles relating to the foregoing; and.

(xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise

included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

“Obligations” means all obligations, liabilities, and indebtedness of Debtor to Foothill, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 12.8 hereof.

1.2 **Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Foothill, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Foothill and Debtor.

## 2. **GRANT OF SECURITY INTEREST.**

Debtor hereby grants to Foothill a first-priority security interest in all of Debtor’s right, title, and interest in and to the Collateral to secure the Obligations.

## 3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Debtor hereby represents, warrants, and covenants that:

### 3.1 **Trademarks; Service Marks; Patents; Copyrights.**

(i) A true and complete schedule setting forth all federal, state, and foreign trademark and service mark registrations and applications with respect to the trademarks and service marks which Debtor is using, or intends to use, and does not intend to abandon; and those trademarks and service marks owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill, with respect to the filing or issuance thereof and expiration dates is set forth on Schedule A;

(ii) A true and complete schedule setting forth all United States and foreign patents and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill with respect to the filing or issuance thereof and expiration dates is set forth on Schedule B;

(iii) A true and complete schedule setting forth all United States copyright registrations and applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill with respect to the filing or issuance thereof and expiration dates is set forth on Schedule C;

3.2 **Validity; Enforceability.** To Debtor's knowledge, each of the patents and registered service marks, trademarks, and copyrights listed on the attached Schedules A, B, and C, is valid and enforceable, and Debtor is not presently aware of any present claim by any third party that any of such patents, service marks, trademarks, or copyrights are invalid or unenforceable, or that the use of any such patents, service marks, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;

3.3 **Title.** Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, registered service marks, trademarks, and copyrights listed on the attached Schedules A, B, and C, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

3.4 **Notice.** Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, service marks, trademarks, and copyrights;

3.5 **Quality.** Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the service marks and trademarks, as long as such service marks and trademarks are being used;

3.6 **Perfection of Security Interest.** Except for the filing of a financing statement with the Secretary of State of the State of Utah and filings with the United States Patent and Trademark Office and United States Copyright Office and filings with any foreign patent, trademark, and copyright offices necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Foothill of its rights hereunder to the Collateral in the United States.

#### 4. **AFTER-ACQUIRED SERVICE MARK, TRADEMARK, COPYRIGHT, OR PATENT RIGHTS.**

If Debtor shall obtain rights to any new patents (including any reissues, divisions, or continuations), or registrations for service marks, trademarks, or copyrights, or file or become entitled to the benefit of any patent application (including any reissue, division, or continuation) or any application for the registration of a service mark, trademark, or copyright, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing



to Foothill with respect to any such new patents, registrations or applications, or renewals or extensions thereof. Debtor shall bear any expenses incurred in connection with future patents or patent applications, service mark applications or registrations, trademark applications or registrations, or copyright applications or registrations.

**5. LITIGATION AND PROCEEDINGS.**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Foothill any information with respect thereto requested by Foothill. Foothill shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Foothill of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents, service marks, trademarks, or copyrights, its right to apply for the same, or its right to keep and maintain such patent, service mark, trademark, or copyright rights.

**6. POWER OF ATTORNEY.**

Debtor grants Foothill power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Foothill's discretion, to take any action and to execute any instrument which Foothill may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Foothill to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Foothill may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Foothill's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

**7. RIGHT TO INSPECT.**

Subject to Debtor's applicable security clearance requirements, Debtor grants to Foothill and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks, or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

**8. EVENTS OF DEFAULT.**

Any of the following events shall be an Event of Default:

8.1 **Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement;

8.2 **Misrepresentation.** Any representation or warranty made herein by Debtor or in any document furnished to Foothill by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 **Breach.** Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Foothill.

9. **SPECIFIC REMEDIES.**

Upon the occurrence of any Event of Default, Foothill shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 **Notification.** Foothill may notify licensees to make royalty payments on license agreements directly to Foothill;

9.2 **Sale.** Foothill may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Foothill deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Foothill, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Foothill shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Foothill may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Foothill at such sale.

10. **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

**THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION**

OF FOOTHILL, IN ANY OTHER COURT IN WHICH FOOTHILL SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND FOOTHILL WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND FOOTHILL HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND FOOTHILL REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## 11. CONFIDENTIALITY

11.1 **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means any pending patent applications owned or controlled by Debtor or licensed to Debtor, and any proprietary information concerning the Collateral as defined in Section 1.1 above, which is designated, marked or otherwise identified by appropriate stamp or legend by Debtor as "Confidential" at the time of disclosure, including but not limited to, pending patent applications, written or oral information, data, drawings, processes, methods, formulations, source code, manuals, and other documents.

11.2 **Foothill's Obligations.** Foothill agrees, (i) to maintain in confidence any and all Confidential Information obtained from Debtor; (ii) to make every reasonable effort to prevent the disclosure of the Confidential Information to others; and, (iii) to use the Confidential Information only in connection with preparing, financing, and servicing the Loan Agreement, except in the case of default of the Loan Agreement, except in the case of default of the Loan Agreement, Foothill may disclose Confidential Information to third parties in connection with a foreclosure and sale of the Collateral, but shall use reasonable efforts to preserve such confidentiality.

11.3 **Exclusions.** This Agreement does not make Foothill responsible for: (i) information which was in the public domain prior to Foothill's receipt of the same pursuant to this Agreement, which subsequently becomes part of the public domain by publication or otherwise, except by the wrongful act of Foothill; (ii) information which Foothill can show by written documentation was in its possession prior to its receipt of Debtor's Confidential Information pursuant to this Agreement and which was not acquired directly or indirectly from Debtor; and, (iii) information which Foothill can show by written documentation was received by Foothill from a third party who did not acquire the information directly or indirectly from Debtor and who did not require Foothill to hold the information in confidence.

## 12. GENERAL PROVISIONS.

12.1 **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Debtor and Foothill.

12.2 **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Foothill's prior written consent and any prohibited assignment shall be absolutely void. Foothill may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

12.3 **Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

12.4 **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

12.5 **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.6 **Amendments in Writing.** This Agreement can only be amended by a writing signed by both Foothill and Debtor.

12.7 **Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12.8 **Fees and Expenses.** Debtor shall pay to Foothill on demand all costs and expenses that Foothill pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Foothill; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to

perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Foothill arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.


12.9 **Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

12.10 **Termination By Foothill.** After termination of the Loan Agreement and when Foothill has received payment and performance, in full, of all Obligations, Foothill shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

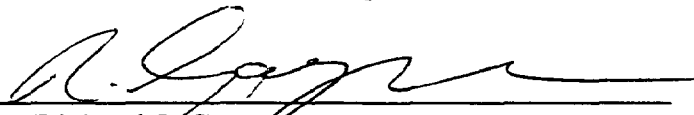
12.11 **Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**FOOTHILL CAPITAL CORPORATION,**  
a California corporation

By:   
Rhonda Foreman  
Senior Vice President

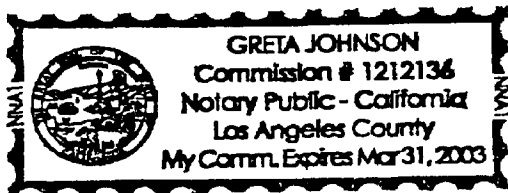
**EVANS & SUTHERLAND COMPUTER CORPORATION,** a Utah corporation

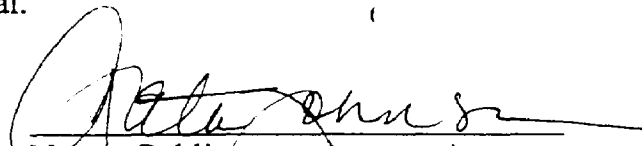
By:   
Richard J. Gaynor  
Vice President and Chief Financial Officer

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES    )        ss.

On December 14, 2000, before me, Greta Johnson, personally appeared Rhonda Foreman and Richard Gaynor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public  
Greta Johnson

**SCHEDULE A**

**EVANS & SUTHERLAND**

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registration Number</b>
CBAST	Germany	04/15/99	39872242
CBAST	ECT (Europe)	02/24/00	1041789
CHANLOCK	ECT (Europe)	06/21/00	1105782
CHANLOCK	Japan	05/26/00	4387094
DIGISTAR	Australia	11/16/98	778517
DIGISTAR	China	07/07/00	1417313
DIGISTAR	Japan	12/10/99	4342923
E & S Design	ECT (Europe)	08/01/00	1033919
E & S Design	Japan	02/04/00-	4359618
E & S RAPIDSITE	ECT (Europe)	08/01/00	1228501
EASIEST	Japan	10/31/94	2697716
ELECTRADOME	Germany	08/16/95	39404491
ELECTRADOME	UK	03/22/96	2003050
ESIG	Germany	06/27/91	1178414
ESIG	Japan	01/31/94	2618326
ESIG	UK	08/11/89	1401676
EVANS & SUTHERLAND	Japan	10/06/00	4423373
GLAZE	UK	01/13/98	2155304
GLAZE	Germany	04/15/98	39801558

Mark	Country	Registration	Registration Number
INTEGRATOR	Germany	11/26/98	39761878
KOFA	Germany	04/08/99	39872270
KOFA	ECT (Europe)	02/24/00	1041797
MELODY	ECT (Europe)	05/05/00	1083666
RAPIDSITE	Canada	03/30/00	TMA526,168
RAPIDSITE	ECT (Europe)	08/01/00	1228485
REAL IMAGE	Japan	03/26/99	4255838
STAR RIDER	Japan	03/24/00	4370809
THE POWER BEHIND THE SCENES	ECT (Europe)	05/03/00	1083732
THE POWER BEHIND THE SCENES	Japan	03/03/00	4365829
THEMEL	Germany	03/16/93	2032391
THEMEL	Japan	11/20/94	2699932
THEMEL	UK	07/29/91	1,482,686



**SCHEDULE A**

**EVANS & SUTHERLAND**

**PENDING FOREIGN TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b> filing Date</b>	<b>Serial Number</b>
CHANLOCK	Canada	03/10/99	1,008,273
DIGISTAR	Canada	12/21/98	1,000,255
DIGISTAR	ECT (Europe)	01/14/00	1468628
E & S Design	Australia	06/26/98	781811
E & S Design	Canada	12/22/98	1,000,746
E & S RAPIDSITE	Canada	06/29/99	1,020,609
E & S RAPIDSITE	Japan	07/28/99	67762/99
ENSEMBLE	Canada	02/03/99	1,004,014
ENSEMBLE	ECT (Europe)	02/17/99	1083724
ENSEMBLE	Japan	01/10/99	11398/99
ESCP 2000	Canada	03/26/99	1,010,045
ESCP 2000	Japan	05/10/99	40576/99
ESCP 3000	Canada	03/26/99	1,010,044
ESCP 3000	Japan	05/10/99	40577/99
ESDIRECT	Canada	07/04/00	1,065,744
ESDIRECT	ECT (Europe)	07/14/00	1760669
ESDIRECT	Japan	07/27/00	2000-082897
EVANS & SUTHERLAND	Canada	12/21/99	1,040,345
EVANS & SUTHERLAND	ECT (Europe)	12/22/99	1452242
HARMONY	Canada	05/13/99	1,015,516

Mark	Country	Issued Date	Serial Number
HARMONY	ECT (Europe)	04/22/97	540690
MELODY	Canada	02/02/99	1,003,929
MELODY	Japan	02/10/99	11397/99
OPENSIM	Canada	08/09/00	1,070,294
OPENSIM	China	08/23/00	2000128653
OPENSIM	ECT (Europe)	08/17/00	1822204
OPENSIM	Japan	09/05/00	2000-097200
RAPIDSITE	Canada	06/29/99	1,020,608
RAPIDSITE	Japan	07/28/99	67761/99
REAL IMAGE	Japan	07/22/97	140604/97
SENSOR TEXTURE	Canada	01/11/00	1,042,557
SENSOR TEXTURE	ECT (Europe)	01/06/00	1459056
SENSOR TEXTURE	Japan	02/07/00	2000-008850
SIMFUSION	Canada	07/14/00	1,067,156
SIMFUSION	China	07/18/00	2000106394
SIMFUSION	ECT (Europe)	07/17/00	1773704
SIMFUSION	Japan	07/19/00	2000-080462
STARRIDER	Canada	03/22/99	1,009,440
STARRIDER	China	04/29/99	9900045513
STARRIDER	ECT (Europe)	03/22/99	1113950
STUDIO ON A CHIP	Japan	10/13/00	2000-111488
SYMPHONY	ECT (Europe)	01/06/99	1038298
THE POWER BEHIND THE SCENES	Canada	02/03/99	1,004,013

**SCHEDULE B****EVANS & SUTHERLAND****UNITED STATES ISSUED PATENTS**

<b>Patent Title</b>	<b>Issue Date</b>	<b>Patent Number</b>	<b>Name of Inventor(s)</b>
Pixel Shading System	11/14/00	US 6,147,690	M. A. Cosman
Real-time Multi-sensor Synthetic Environment Created from a Feature and Terrain Database Using Interacting and Updatable Abstract Models	10/03/00	US 6,128,019	J. A. Crocker, III R. C. Deyo O. L. Isaacson S. J. Olszanskyj
Method for Reducing the Rendering Load for High Depth Complexity Scenes on a Computer Graphics Display	04/18/00	US 6,052,125	H. D. Gardiner R. J. Urry
Patient-Interactive Method and Apparatus for Measuring Eye Refraction	11/23/99	US 5,988,814	T. R. Rohlfsing B. E. Erickson
Area of Interest Display System with Image Combining Using Error Dithering	11/09/99	US 5,980,044	B. L. Cannon K. A. Poppleton
Computer Graphics System with Adaptive Pixel Multisampler	08/24/99	US 5,943,060	M. A. Cosman M. D. Drews G. S. Watkins
Hang Gliding Simulation System with a Stereoscopic Display	06/01/99	US 5,908,300	C. N. Cox J. B. Edwards R. W. Fisher R. B. Linton P. C. Lyon R. Nye J. L. Walker
Method for Rendering Shadows on a Graphical Display	02/09/99	US 5,870,098	H. D. Gardiner
Image Mapping System and Process Using Panel Shear Transforms	12/15/98	US 5,850,225	M. A. Cosman
System and Method for Improving Pixel Update Performance	11/24/98	US 5,841,447	M. D. Drews
Placement Tool for Retro-Reflective Calibration Points	10/20/98	US 5,825,538	J. L. Walker
Computer Graphics Pixel Rendering System with Multi-Level Scanning	10/13/98	US 5,821,944	G. S. Watkins

Patent Title	Issue Date	Patent Number	Author(s)
Computer Graphics System with Adaptive Pixel Multisampler	10/06/98	US 5,818,456	M. A. Cosman M. D. Drews G. S. Watkins
Image Texturing System Having Theme Cells	05/05/98	US 5,748,867	T. C. Brown M. A. Cosman
System and Method for Displaying Textured Polygons Using Planar Texture Interpolation	03/31/98	US 5,734,386	M. A. Cosman
Rendering Global Macro Texture, for Producing a Dynamic Image, as on Computer Generated Terrain, Seen from a Moving Viewpoint	12/16/97	US 5,699,497	A. C. Erdahl J. A. Robinson
Method and Apparatus for Zooming Images on a Video Display	08/12/97	US 5,657,047	G. M. Tarolli
Computer Graphics System and Process for Adaptive Supersampling	07/22/97	US 5,651,104	M. A. Cosman
Projection Screen with Retro-Reflective Calibration Points, Placement Tool and Method	06/10/97	US 5,638,208	J. L. Walker
Multiple Level Computer Graphics System with Display Level Blending	04/15/97	US 5,621,869	M. D. Drews
Computer Graphics Pixel Rendering System with Multi-Level Scanning	01/28/97	US 5,598,517	G. S. Watkins
Hang Gliding Simulation System with a Stereoscopic Display and Method of Simulating Hang Gliding	12/17/96	US 5,584,696	C. N. Cox J. B. Edwards R. W. Fisher R. B. Linton P. C. Lyon R. Nye J. L. Walker
Direct Rendering of Textured Height Fields	11/26/96	US 5,579,456	M. A. Cosman
Computer Graphics Parallel System with Temporal Priority	11/12/96	US 5,574,847	W. Armstrong G. A. Eckart
Head-Mounted Projection Display System Featuring Beam Splitter and Method of Making Same	11/05/96	US 5,572,229	R. W. Fisher
Computer Graphics for Animation by Time-Sequenced Textures	10/01/96	US 5,561,745	K. L. Hatch M. D. Jackson
Attribute Blending System for Composing Computer-Graphic Images from Objects	02/06/96	US 5,490,238	G. S. Watkins

Patent Title	Grant Date	Patent Number	Name of Inventor(s)
Computer Graphics System with Parallel Processing Using a Switch Structure	04/18/95	US 5,408,606	G. A. Eckart
System for Line Interpolation for Computer Graphics Displays	01/10/95	US 5,381,519	R. A. Brown G. S. Watkins
System for Polygon Interpolation Using Instantaneous Values in a Variable	11/01/94	US 5,361,386	R. A. Brown G. S. Watkins
Area of Interest Display System with Opto/Mechanical Image Combining	07/05/94	US 5,326,266	J. Austin R. W. Fisher
Video Graphic System and Process for Wide Field Color Display	09/07/93	US 5,242,306	R. W. Fisher
Computer Graphics Dynamic Control System	10/29/91	US 5,061,919	G. S. Watkins
Multiprocessor Task Scheduling System	01/15/91	US 4,985,831	C. Dulong J. Y. Leclerc P. Scaglia
Computer Graphics Windowing System for the Display of Multiple Dynamic Images	09/04/90	US 4,954,819	G. S. Watkins
Real Time Vehicle Simulation System	08/28/90	US 4,952,152	J. A. Briggs R. C. Deyo E. J. Haug
Computer Graphics Priority System with Antialiasing	04/17/90	US 4,918,626	R. A. Brown G. A. Eckart G. S. Watkins
Computer Graphics Pixel Processing System	10/10/89	US 4,873,515	C. M. Dickson K. C. Rushforth
System for Texturing Computer Graphics Images	08/08/89	US 4,855,934	J. Robinson
Curvilinear Dynamic Image Generation System	08/09/88	US 4,763,280	J. A. Robinson R. A. Schumacker
Computer Graphics System of General Surface Rendering by Exhaustive Sampling	11/25/86	US 4,625,289	A. P. Rockwood
Command Language System for Interactive Computer	09/03/85	US 4,539,638	J. Gaffney
Shadow Mask Color System with Calligraphic Displays	02/12/85	US 4,499,457	R. A. Hintze

**SCHEDULE B****EVANS & SUTHERLAND****UNITED STATES PENDING PATENT APPLICATIONS**

<b>Application Title</b>	<b>Filing Date</b>	<b>Serial Number</b>	<b>Name of Inventor(s)</b>
Computer Graphics Pixel Rendering System with Multi-Level Scanning	07/23/98	09/121,389	G. S. Watkins
Anti-aliased, Textured, Geocentric and Layered Fog Graphics Display Method and Apparatus	09/21/98	09/157,710	M. Cosman W. D. Fowler E. Despain
Method for Time Based Shadow Rendering	12/03/98	09/204,887	H. D. Gardiner
Span-Based Multi-sample Z-Buffer Pixel Processor	01/11/99	09/228,146	M. A. Cosman
Multi-Level Cache Controller	02/19/99	09/253,474	R. Tidwell G. Pimentel
System and Method for Reducing the Rendering Load for High Depth Complexity Scenes on a Computer Graphics Display	02/24/99	09/256,818	H. D. Gardiner R. J. Urry
System and Method for Antialiasing Bump Texture and Bump Mapping	03/18/99	09/271,588	M. A. Cosman
Virtual Graphics First-In, First-Out Data Memory	03/18/99	09/271,587	J. Horowitz
Stroke to Raster Converter	04/29/99	09/301,947	A. H. Tanner C. L. Simmons
Process for Anticipation and Tracking of Eye Movement	05/18/99	09/314,425	P. Skolmoski
Method and System for Antialiased Procedural Solid Texturing	06/04/99	PCT/US99/125 37	J. C. Hart S. A. Tibbitts T. J. Coleman
System and Method to Communicate the Visual Impact of New Developments	06/29/99	09/343,984	L. C. Clark J. R. Ellis
Method and Apparatus for Multi-Level Image Alignment	07/22/99	09/358,939	K. A. Poppleton
MIP Mapping Based on Material Properties	11/03/99	09/433,398	N. Mayer
Screen Space Effects Utilizing and Alpha Channel and the Alpha Buffer	01/31/00	09/494,597	R. Tidwell
Method for Reducing Transport Delay in an Image Generator	10/23/00	Not assigned yet.	D. Gardiner B. Grange R. Moon

**SCHEDULE B****EVANS & SUTHERLAND****FOREIGN PATENTS AND PATENT APPLICATIONS**

<b>Country</b>	<b>Title</b>	<b>Issue Date</b>	<b>Registration/Serial Number</b>	<b>Name of Inventor(s)</b>
Canada	Process for Anticipation and Tracking of Eye Movements	05/15/00	CA 2308822	P. Skolmoski
Canada	System and Method for Antialiasing Bump Texture and Bump Mapping	03/16/00	CA 2301293	M. D. Cosman
Canada	Computer Graphics System with Adaptive Pixel Multi-Sampler	10/29/98	CA 2253297	M. A. Cosman M. D. Drews G. S. Watkins
Canada	A Method for Rendering Shadows on a Graphical Display	08/25/99	CA 2282637	H. D. Gardiner
Canada	Time based effect of shadows on a specific graphical computer generated image	06/03/00	CA 2291408A1	H. D. Gardiner
Canada	Multisample Z-buffer pixel processor in computer graphics system operating in span-based manner for computer graphics system, involves capturing polygon fragment for each span in pixel processor and determining polygon fragment for pixel	07/11/00	CA 2294668A1	M. A. Cosman
Europe	Producing perspective image based on height field data – uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data (Direct Rendering of Textured Height Fields)	07/31/96	EP 723689A1	M. A. Cosman

Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Europe	Producing perspective image based on height field data - uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data	02/04/98	EP 723689B1	M. A. Cosman
Europe	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device (Image texturing system having theme cells)	12/07/94	EP 627103A1	T. Brown M. Cosman
Europe	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device (Image texturing system having theme cells)	01/10/96	EP 627103B1	T. Brown M. Cosman
Europe	Computer graphics dynamic control system - has window frame buffer resolving display into windows with valid counts for each window	11/07/90	EP 396377A	G. S. Watkins
Europe	Computer graphics dynamic control system - has window frame buffer resolving display into windows with valid counts for each window	12/27/95	EP 396377B1	G.S. Watkins
Europe	Resolving priorities in polygons forming solid displays - giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection (Polygon priority resolving system with antialiasing)	06/21/89	EP 321095A	R. A. Brown G. A. Eckart G. S. Watkins



Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Europe	Resolving priorities in polygons forming solid displays – giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection (Polygon priority resolving system with antialiasing)	04/24/96	EP 321095B1	R. A. Brown G. A. Eckart G. S. Watkins
Europe	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	06/07/89	EP 319165A	R. A. Brown T. W. Jensen J. A. Robinson
Europe	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	10/18/95	EP 319165B1	R. A. Brown T. W. Jensen J. A. Robinson
Germany	Computer Graphics Pixel Rendering System with Multi-Level Scanning	09/19/96	DE 19600431	G. S. Watkins
Germany	Process for Anticipation and Tracking of Eye Movements	05/17/00	DE 10024161.1	P. Skolmoski
Germany	A Method for Rendering Shadows on a Graphical Display	08/25/99	DE 19882195.6	H. D. Gardiner
Germany	Time based effect of shadows on a specific graphical computer generated image	06/15/00	DE 19958329A1	H. D. Gardiner

Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Germany	Multisample Z-buffer pixel processor in computer graphics system operating in span-based manner for computer graphics system, involves capturing polygon fragment for each span in pixel processor and determining polygon fragment for pixel	07/13/00	DE 10000594A1	M. Cosman
Germany	Computer graphics system generating anti-aliased pixel data for image display – includes memory storing primitives of images, primitive fragments for pixel in frame buffer for each fragment, processing primitives and storing several fragments in frame buffer to give composite pixel image data	05/12/99	DE 19781737T	M. A. Cosman M. D. Drews G. S. Watkins
Germany	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	09/19/96	DE 19600431A1	G. S. Watkins
Germany	Producing perspective image based on height field data – uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data (Direct Rendering of Textured Height Fields)	03/12/98	DE 69408473E	M. A. Cosman
Germany	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device	02/22/96	DE 69301308E	T. Brown M. Cosman

Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Germany	Computer graphics dynamic control - has window frame buffer resolving display into windows with valid counts for each window	02/08/96	DE 69024403E	G. S. Watkins
Germany	Resolving priorities in polygons forming solid displays - giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection	05/30/96	DE 3855231G	R. A. Brown G. A. Eckart G. S. Watkins
Germany	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	11/23/95	DE 3854600G	R. A. Brown T. W. Jensen J. A. Robinson
Great Britain	Direct Rendering of Textured Heights Fields	08/09/94	GB 0723689	M. A. Cosman
Great Britain	Computer Graphics Pixel Rendering System with Multi-Level Scanning	12/29/99	GB 2297018	G. S. Watkins
Great Britain	Computer Graphics Dynamic Control	04/30/90	GB 0396377	G. S. Watkins
Great Britain	Image Texturing System Having Theme Cells	01/10/96	GB 0627103	M. A. Cosman T. Brown
Great Britain	Polygon Priority Resolving System with Antialiasing	04/26/96	GB 0321095	G. S. Watkins
Great Britain	System for Using Barycentric Coordinates as for Polygon Interpolation	10/18/95	GB 0319165	R. A. Brown T. W. Jensen J. A. Robinson
Great Britain	Method for Time Based Shadow Rendering	12/02/99	GB 9928383.0	H. D. Gardiner
Great Britain	Span-Based Multi-Sample Z-Buffer Pixel Processor	01/07/00	GB 0000253.5	M. D. Cosman

Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Great Britain	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	07/17/96	GB 2297018A	G. S. Watkins
Great Britain	Computer graphics system generating anti-aliased pixel data for image display - includes memory storing primitives of images, primitive fragments for pixel in frame buffer for each fragment, processing primitives and storing several fragments in frame buffer to give composite pixel image data	02/24/99	GB 2328596A	M. A. Cosman D. Drews G. S. Watkins
Great Britain	A Method for Rendering Shadows on a Graphical Display	08/19/99	GB 9919510.9	H. D. Gardiner
Great Britain	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	12/29/99	GB 2297018B	G. S. Watkins
Great Britain	Process for anticipation and tracking of eye movement	06/28/00	GB 200010863	P. Skolmoski
Great Britain	System and method for antialiasing bump texture and bump mapping	04/26/00	GB 200005513A	M. A. Cosman
Japan	Dynamic Control System for Use with Computer Graphics Apparatus	04/09/99	JP 2912419	G. S. Watkins
Japan	Computer Graphics Priority System with Antialiasing	08/06/99	JP 2963102	G. S. Watkins
Japan	System for Using Barcentric Coordinates as for Polygon Interpolation	12/05/88	JP 3059178	G. S. Watkins

Country	Title	Issue Date	Registration/Serial Number	Name of Inventor(s)
Japan	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device.	04/27/95	JP 7504055W	T. Brown M. Cosman
Japan	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	07/04/00	JP 3059178B2	R. A. Brown T. W. Jensen J. A. Robinson

SCHEDULE C

EVANS & SUTHERLAND

UNITED STATES COPYRIGHT REGISTRATIONS

Title	Registration Number	Registration Date
Cross 353D7 circa 587 ORCA	MW-2-841	07/22/87
Data formatter	MW-2-033	08/01/86
Delta calculator	MW-2-289	01/13/87
Depth cue	MW-2-286	01/13/87
Divider	MW-2-287	01/13/87
DNA.1	MW-1-795	04/21/86
Evans & Sutherland Computer Division ORCA (M) 1988 PMM5 Dec 88	MW-5-455	12/26/89
Evans & Sutherland Computer Division ORCA (M) 1989 CX NID 23E	MW-4-552	04/10/89
Evans & Sutherland Computer Division ORCA (M) 1989 IB 512E Sep 89	MW-5-456	12/26/89
Evans & Sutherland Computer Division ORCA (M) 1989 PMMB 2E Apr 89	MW-4-779	05/18/89
Evans & Sutherland Computer Division PIXP (M) 1989 PP 43 Oct 1989	MW-5-350	11/14/89
Fifo/stack/bus controller	MW-2-284	01/13/87
Fortran code generator	TX-2-869-817	04/09/90
Fortran code generator. By Evans & Sutherland	TX-3-178-110	11/19/90
IU2 chip 4E	MW-4-296	12/23/88
Link 8SP3E SEP 88 ORCA (M) 1987	MW-4-193	11/18/88
Multiplier	MW-2-288	01/13/87

Title	Registration Number	Registration Date
ORCA (M) 1987 REG SP2 Aug 87	MW-4-305	01/24/89
ORCA (M) 1988 Oct 1988 IB 374E	MW-4-326	01/03/89
Pixel processor	MW-2-285	01/13/87
PMM 4SP2 Jul 87 ORCA (M) 1987	MW-2-929	08/20/87
REG SP2 Aug 87 ORCA (M) 1987	MW-4-006	10/04/88
Solid-state light modulator chip	MW-3-047	09/01/87

**SCHEDULE C**

**EVANS & SUTHERLAND**

**UNITED STATES PENDING COPYRIGHT APPLICATIONS**

<b>Title</b>	<b>Filing Date</b>
3D SignGen	11/16/2000
AccelGALAXY 2100	11/16/2000
Airport Construction Tool	11/16/2000
Database Creation Tool	11/16/2000
Digistar V2.2	11/16/2000
E&S Lighting 1200	11/16/2000
E&S RAPIDsite	11/16/2000
E&S Tornado 3000	11/16/2000
EaSIEST	11/16/2000
Ensemble Run Time Kernel	11/16/2000
ESCP DCPC Software	11/16/2000
ESCP Projector Software	11/16/2000
Flight to Integrator Converter with E&S multigen extensions	11/16/2000
GLAZE	11/16/2000
GT Decorator	11/16/2000
Harmony Run Time Kernel	11/16/2000
Integrator (Master Graph)	11/16/2000
Integrator Application	11/16/2000
Integrator to Harmony Optimized Graph Converter	11/16/2000
Integrator-to-Mission-Function-Generator-Converter	11/16/2000



Title	Filing Date
Mission Function Generator Real time Software	11/16/2000
Parametric Feature Editor	11/16/2000
Sensor PP1.0 Application software (also Sensor Post Processor Software, irpp.exe)	11/16/2000
ShowMaker 5.0	11/16/2000
SimFUSION Software Release 2.0 also referred to as OPENSIm Software Release 2.0	11/16/2000
Terrain Construction Tool	11/16/2000
Tile Mosaic Tool	11/16/2000
Transposer (IDF based)	11/16/2000
Vanguard Radar Application Software (also; RadarSrcv.exe, Srcv.exe)	11/16/2000
Vistaview/Targetview VME Software	11/16/2000