

FORM PTO-1584
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Handspring, Inc.

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: Palm, Inc.
Internal
Address: M/S 4101
Street Address: 400 N. McCarthy Boulevard
City: Milpitas State: CA Zip: 95035-5112

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 4, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Attached

Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Nancy Bouch, Senior Legal Assistant
Internal Address: Wilson Sonsini Goodrich & Rosati, PC
1117-2-B
Street Address: 650 Page Mill Road
City: Palo Alto State: CA Zip: 94304


6. Total number of applications and registrations involved: **14**

7. Total fee (37 CFR 3.41) \$ 385.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-2415 (Ref.#25216.052)
(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.

Nancy Bouch  06/04/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **7**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

RECORDATION COVER SHEET – TRADEMARKS**4. Trademarks and Trademark Applications:****Trademarks:**

2482443
2683962
2532915
2483788
2605441
2530652
2493549

Trademark Applications:

76151510
76151509
75673185
76232980
75656749
76307493
75673189

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 4, 2003, is executed by Handspring, Inc., a Delaware corporation ("**Grantor**"), in favor of Palm, Inc., a Delaware corporation ("**Secured Party**").

A. Pursuant to a Loan Agreement, dated as of the date hereof (the "**Loan Agreement**"), by and between Grantor and Secured Party, Secured Party has agreed to extend certain credit facilities to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and by this reference made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "**Trademarks**");

C. Grantor has entered into a Security Agreement, dated as of the date hereof (the "**Security Agreement**") in favor of Secured Party; and

D. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party's address is: Palm, Inc.
400 N. McCarthy Boulevard
M/S 4101
Milpitas, CA 95035-5112

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the day and year first above written.

HANDSPRING, INC.

By: 
Name: Donna L. Dubinsky
Title: CEO

(Signature Page Grant of Security Interest In Trademarks)

TRADEMARK
REEL: 002663 FRAME: 0540

SCHEDULE 1-A TO GRANT OF SECURITY INTERESTTRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
BLAZER	08/28/2001	2,482,443
Handspring	02/04/2003	2,683,962
Handspring	01/22/2002	2,532,915
Miscellaneous Design (Handspring)	08/28/2001	2,483,788
Miscellaneous Design (Handspring)	08/06/2002	2,605,441
SPRINGBOARD	01/15/2002	2,530,652
VISOR	09/25/2001	2,493,549

SCHEDULE 1-B TO GRANT OF SECURITY INTERESTTRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
GAMEFACE	10/17/2000	76/151,510
GAMEFACE	10/17/2000	76/151,509
Miscellaneous Design (Handspring)	04/01/1999	75/673,185
Miscellaneous Design (S Design)	03/28/2001	76/232,980
SPRINGBOARD	03/09/1999	75/656,749
TREO	08/29/2001	76/307,493
VISOR	04/01/1999	75/673,189

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