



Tab settings => => => 3-26-03

102404986

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

1. Name of conveying party(ies):
WYSE TECHNOLOGY INC.
3471 North First Street
San Jose, California 95134

Individuals(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: **SILICON VALLEY BANK**
Internal Address:
Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054-1191**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other a California banking corporation

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: **March 21, 2003**

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

A. Trademark Application No.(s)

WINTERM (Serial No. 76/491,688)

B. Trademark Registration No.(s)

WYSE (Reg. No. 1,461,695)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Mrs. Kim Walker
Name: **Buchalter, Nemer, Fields & Younger**

Internal Address: _____

Street Address: **601 South Figueroa Street, 24th Floor**

City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$ 290⁰⁰

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

03/28/2003 TBIAZI 00000097 200052 76491688

01 FC:8521 40.00 CH
02 FC:8522 250.00 CH

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.

MRS. KIM WALKER

Name of Person Signing

Christine E Wilson

Signature

Kim Walker
Christine E Wilson

March 24, 2003
Date

Total number of pages including cover sheet, attachments, and document: 11

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WINTERM	76/491,688	2/19/03
WYSE	1,461,695	10/20/87
QUME	1,015,652	7/15/75
QUME	1,015,654	7/15/75
Q	1,007,818	4/1/75
WY	1,552,558	8/22/89
WYSEWORKS	1,520,610	1/17/89
LASERDEK	1,542,348	6/6/89
QUALITY ON ARRIVAL	1,839,075	6/7/94
EXPEDIAN	76/491,689	2/19/03
WYSE EXPEDIAN	76/491,690	2/19/03

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2003 by and between SILICON VALLEY BANK ("Bank") and WYSE TECHNOLOGY INC., a Delaware corporation ("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 Loan and Security Agreement by and between Bank and Grantor, dated as 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, Patents, and Mask Works 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, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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:

3471 North First Street
Santa Jose, California 95134

WYSE TECHNOLOGY INC.

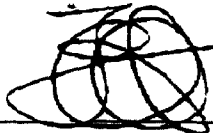
By: 
Title: Chief Executive Officer

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

SILICON VALLEY BANK

By: 
Title: Senior Relationship Manager

Attn: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number _____

Registration/
Application
Date _____

N/A

EXHIBIT BPatents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Display Interface Apparatus (US)	4,626,837	12/2/86
Four Wire Keyboard Interface (US)	4,706,068	11/10/87
Video Display (US)	D314, 373	2/5/91
Video Display (US)	D314, 375	2/5/91
Computer Processor Module (US)	D317, 445	6/11/91
Video Display (US)	D342, 727	12/28/93
Video Display Terminal (US)	D366, 473	1/23/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (US)	5,918, 039	6/29/99
Method & Apparatus for Display of Windowing Application Programs on a Terminal (UK)	GB2308793	2/28/01
Method & Apparatus for Display of Windowing Application Programs on a Terminal (UK)	GB2351893	2/28/01
Method & Apparatus for Display of Windowing Application Programs on a Terminal (UK)	GB2352374	1/30/01
Method & Apparatus for Display of Windowing Application Programs on a Terminal (UK)	GB2352374	2/17/01
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Australia)	734150	9/20/01
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Australia)	45122/0	7/7/00
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Australia)	45121/0	7/7/00
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Australia)	45120/00	7/7/00
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Canada)	2,914,112	12/30/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (China)	96123815.1	12/27/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (France)	96/15970	12/24/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Singapore)	9611930-0	12/27/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Singapore)	9900928-4	12/29/99
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Spain)	9602759	10/28/99
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Italy)	1286910	7/17/98

Method & Apparatus for Display of Windowing Application Programs on a Terminal (Japan)	9/262	1/6/97
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Mexico)	201315	12/27/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Hong Kong)	98110931.4	9/24/98
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Germany)	19654766.0	12/30/96
Method & Apparatus for Display of Windowing Application Programs on a Terminal (Germany)	19655235.4	12/30/96
Method & System for Registry Flying in a Network (US)	850184	5/7/01

EXHIBIT CTrademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WINTERM (Argentina)	1,643,527	9/3/97
WINTERM (Australia)	713/666	8/26/97
WINTERM (Austria)	170,471	7/8/97
WINTERM (Belarus)	9181	8/9/98
WINTERM (Brazil)	819,423,130	3/9/99
WINTERM (Canada)	TMA 570, 641	11/12/02
WINTERM (China)	1,123,334	10/27/97
WINTERM (Czech Republic)	209633	5/27/98
WINTERM (France)	96/637,058	8/1/96
WINTERM (Germany)	396,32,608	10/29/96
WINTERM (Hong Kong)	10377	10/22/97
WINTERM (Hungary)	151,879	4/29/98
WINTERM (Japan)	9-175695	11/11/97
WINTERM (Mexico)	616,379	7/29/96
WINTERM (New Zealand)	264, 912	7/24/96
WINTERM (Poland)	113758	9/9/96
WINTERM (Russian Federation)	159,889	12/30/97
WINTERM (Singapore)	T96/07967H	7/31/96
WINTERM (Slovakia)	1,888,722	1/18/00
WINTERM (South Africa)	96/10002	7/24/95
WINTERM (Switzerland)	444,114	1/24/97
WINTERM (Spain)	2,044,949	2/11/98
WINTERM (Taiwan)	771,664	8/16/97
WINTERM (Ukraine)	16180	9/15/00
WINTERM (UK)	2,105,969	7/27/97
WINTERM (US)	76491688	2/19/03
WYSE (Argentina)	16000317	5/20/96
WYSE (Australia)	B386014	1/10/83
WYSE (Benelux)	441,531	10/28/87
WYSE (Brazil)	816,938,563	10/17/00
WYSE (Canada)	383,735	5/3/91
WYSE (Chile)	595748	5/11/01
WYSE (China)	687625	4/28/94
WYSE (Denmark)	104790	2/23/90
WYSE (Finland)	106390	2/5/90
WYSE (France)	1,432,508	10/27/87
WYSE (Germany)	1182836	10/24/87
WYSE (Greece)	89,161	5/20/88
WYSE (Ireland)	140303	4/2/90

TRADEMARK

REEL: 002702 FRAME: 0301

WYSE (Italy)	51,2596	11/10/87
WYSE (Mexico)	352,597	7/5/88
WYSE (Norway)	142,382	9/8/90
WYSE (Peru)	101363	3/5/93
WYSE (Poland)	86,282	10/10/95
WYSE (Portugal)	243,823	3/23/92
WYSE (South Africa)	916768A	8/16/91
WYSE (Spain)	1,757,089.1	4/21/93
WYSE (Taiwan)	267,525	6/27/84
WYSE (UK)	A1,323,517	8/10/87
WYSE (US)	1,461,695	10/20/87
WYSE (Venezuela)	P191616	10/31/96
QUME (Austria)	135647	4/25/91
QUME (Germany)	2,014,110	5/18/92
QUME (Switzerland)	386,992	12/12/90
QUME (US)	1015652	7/15/75
QUME (US)	1015654	7/15/75
Q (US)	1007818	4/1/75
WY (US)	1552558	8/22/89
WYSEWORKS (US)	1520610	1/17/89
LASERDEK (US)	1542348	6/6/89
QUALITY ON ARRIVAL (US)	1839075	6/7/94
EXPEDIAN (US)	76491689	2/19/03
WYSE EXPEDIAN (US)	76491690	2/19/03

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A