

05-20-2003

Docket No.:

24768.001

5-13-03 **TRADI**



Tab settings

To the Honorable Commissioner of Patents and Trad

nal documents or copy thereof.

102452020

1. Name of conveying party(ies):

Portrait Displays, Inc.

MAY 13 10 00 AM '03

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State **Delaware**
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: **May 1, 2003**

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

Name: **Pacific Mezzanine Fund, L.P., as Agent**

Internal Address:

Street Address: **2200 Powell Street, Suite 1250**

City: **Emeryville** State: **CA** ZIP: **94608**

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

~~76/287985~~
76/015647

B. Trademark Registration No.(s)

2,606,938	2,136,364	1,670,731
2,621,965	1,992,885	
2,381,737	1,992,884	

Additional numbers Yes No

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

Name: **Charlotte Carberry, Paralegal**

Internal Address:

Street Address: **Manatt, Phelps & Phillips, LLP**

1001 Page Mill Road, Building 2

City **Palo Alto** State: **CA** ZIP: **94304**

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

9

7. Total fee (37 CFR 3.41):.....\$ **\$240.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1847

05/16/2003 DBYRNE 00000104 501847 76287985

DO NOT USE THIS SPACE

01 FC:4521 40.00 CH
02 FC:4522 200.00 CH

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.

David M. Pike, Esq.

Name of Person Signing

Signature

May 12, 2003

Date

Total number of pages including cover sheet, attachments, and

TRADE MARK

REEL: 002735 FRAME: 0069

Grant of Security Interest (Trademarks)

WHEREAS, Portrait Displays, Inc., a Delaware corporation (herein referred to as "Assignor"), owns the registered trademarks and trademark applications listed on Schedule 1 hereto (the "Trademarks").

WHEREAS, Assignor has entered into a Security Agreement dated as of May 12, 2003 (as amended, modified or supplemented from time to time in accordance with its terms, the "Security Agreement") with the persons or entities named on Exhibit A thereto as secured parties (the "Secured Parties").

WHEREAS, pursuant to the Security Agreement, Assignor has mortgaged, pledged and granted to the Secured Parties a security interest in the Trademarks so as to secure the prompt and complete payment when due of all amounts outstanding under the obligations secured by the lien of the Security Agreement (such amounts constituting the "Secured Obligations") and the performance and observance by Assignor with all covenants, obligations and conditions to be performed and observed by Assignor pursuant to the Security Agreement and related documents.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of the Secured Obligations, and the performance and observance by Assignor with all covenants, obligations and conditions to be performed and observed by Assignor pursuant to the Security Agreement and related documents, Assignor does hereby mortgage and pledge to Pacific Mezzanine Fund, L.P., as Agent (the "Assignee"), and grant to Assignee a security interest in the Trademarks as set forth on Schedule 1 hereto together with associated good will and all proceeds thereof.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in such Trademarks and other rights, the registrations thereof and the applications thereof made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Assignor has caused this Assignment ~~caused this Assignment~~^{caused} to be duly executed and delivered as of May 1, 2003.

PORTRAIT DISPLAYS, INC.

By:


Name: J. Michael James
Title: President and CEO

SCHEDULE 1

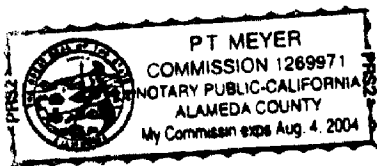
<i>U.S. Trademarks</i>	<i>Registration/Application Number</i>	<i>Registration/Application Date</i>
DISPLAY TUNE	76/287985	07/23/2001
PIVOT	2,606,938	08/13/2002
LIQUID VIEW	2,621,965	09/17/2002
LIQUID COLOR	76/015647	04/03/2000
PIVOT ENABLED	2,381,737	08/09/2000
[PDI Logo] 	2,136,364	02/10/1998
WINPORTRAIT	1,992,885	08/13/1996
MACPORTRAIT	1,992,884	08/13/1996
PIVOT	1,670,731	12/31/1991
PORTRAIT PIVOT	N/A	
PAGEMASTER	N/A	
PORTRAIT DISPLAY LABS	N/A	
PAGEVIEW	N/A	

CERTIFICATION

State of California *PTV*)
) ss.
County of *ALAMEDA*)
)
County of ~~Santa Clara~~)

On this 1 day of May 2003, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. Michael James, ~~who is personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



[Handwritten Signature]

Notary Public