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U.S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies)
Virco Mgmt. Corporation

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
X Corporation - State **Delaware**
___ Other

Additional name(s) of conveying Party(ies) attached?
___ Yes X No

2. Name and address of receiving party(ies):
Name: **Wells Fargo Bank, National Association, as agent**
Internal Address:
Street Address: **1000 Lakes Drive, Suite 250**
City: **West Covina** State: **CA** Zip: **91790**

___ Individual(s) citizenship
___ Association
___ General Partnership:
___ Limited Partnership:
___ Corporation - State:
X Other **federally chartered national bank**

If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes ___ No
(Designation must be a separate document from Assignment)
Additional Name(s) & address(es) attached:
___ Yes X No

3. Nature of conveyance:
___ Assignment ___ Merger
X Security Agreement ___ Change of Name
___ Other
Execution Date: **January 27, 2004**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s): **see attached**
B. Trademark Registration No.(s): **see attached**

Additional numbers attached? X Yes ___ No

5. Name and address of party to whom correspondence concerning documents should be mailed:
Name: **Mandy Robertson-Bora**
Internal Address: **Gibson, Dunn & Crutcher LLP**
Suite 4000
Street Address: **2029 Century Park East**
City **Los Angeles** State **CA** Zip **90067**

6. Total number of applications and registrations involved: **35**

7. Total fee (37 CFR 3.41): $ **890.00**
X Enclosed
___ Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying be 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.

Mandy Robertson-Bora — Name of Person Signing
Mandy Robertson-Bora — Signature
February 12, 2004 — Date

Total number of pages including cover sheet, attachments and document: **13**

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
02/19/2004 ECOOPER 00000008 7831079 2
01 FC:8521 40.00 OP
02 FC:8522 850.00 OP

U.S. Patent and Trademark Office, Assignment Division
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 this 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.

4. Trademark Application Serial Numbers / Registration Numbers

Mark	Registration No.	Serial No.
And-1		78-310792
Cheers		76-099267
Core-a-Gator (words)	2122306	75-093787
Core-a-Gator and Design	2145248	75-093789
Design Mark ("Chair")	2,068,214	74-507771
Design Mark (Gator Logo)	2137835	75-094388
Designed for Stacking, The Safe Edge and Design	1518917	73-677312
Designing Quality, Furnishing Value	2074335	74-682296
Egg	2265456	75-304168
ErgoCombo		78-313459
Execuline	1437346	73-614675
Express Rail		76-240753
Furnishings That Fit		78-257132
Furniture That Fits	2100181	75-049135
Gator-Gram	2131937	75-143185
Martest	0740021	72-137293
Plateau	2190003	75-304146
Primary Collection		78-280661
Sigma (stylized)		78-350195
Sure Edge	2782673	76-332595
Ultra Stack	1329644	73-497334
V (Design)	0983345	72-452484
Virco (stylized)	0622279	71-685872
Virco and Design (V)	1970054	74-682576

Mark	Registration No.	Serial No.
Virco For All The Right Reasons	1297585	73-408686
Vircolite	0638621	72-003788
Virconomic	1477723	73-672830
Virtue	1059295	73-086577
Virtue Of California	0877409	72-288646
Wall-Fol	1795028	74-347294
Zuma		78-314017
Furniture Focus		78-264000
Furniture Focus and Design		78-262174
Planscape		78-253920
PlanScape From Furniture Focus Corporation and Design		78-262166

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated January 27, 2004, is made by the undersigned (the "**Grantor**") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION.

WHEREAS, pursuant to the Credit Agreement dated as of January 27, 2004 (as amended, restated, supplemented or otherwise modified , the "**Credit Agreement**") between the Parent and the Bank, the Bank has agreed to made certain loans and other financial accommodations to the Parent;

WHEREAS, as a condition to the Bank's obligation to extend such loans and other financial accommodations, the undersigned agreed to guaranty the Parent's obligations under the Credit Agreement and the other Loan Documents to which the Parent is party and to collateralize such guaranty by entering into the Security Agreement dated as of January 27, 2004 (as amended, restated, supplemented or otherwise modified, the "**Security Agreement**"; terms defined in the Security Agreement and not otherwise defined herein are used herein as therein defined) among the Parent, the undersigned, the other Subsidiaries of the Parent and the Bank; and

WHEREAS, under the terms of the Security Agreement, the undersigned has granted to the Bank a security interest in, among other property, certain intellectual property of the undersigned, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the Patents set forth in Schedule A hereto;

(ii) the Trademarks set forth in Schedule B hereto, together with the goodwill symbolized thereby;

(iii) all Copyrights and exclusive Copyright licenses set forth in Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

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(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of the Grantor's Secured Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Bank with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

VIRCO MGMT. CORPORATION

By _____

Name: Robert E. Dose

Title: VP finance

SCHEDULE A

PATENTS
OF
VIRCO, INC.

See Attached

U.S. Intellectual Property held by
Virco Mfg. Corporation or its Subsidiaries
as of November 14, 2003

PATENTS:

Type	USPTO #	Description
Design	D479,118	Grommet
Utility	6,585,320	Tilt control mechanism for a tilt back chair
Design	D476,512	Furniture leg
Design	D474,044	Desk
Design	D473,399	Desk
Design	D473,068	Desk
Utility	6,533,352	Chair with reclining back rest
Design	D471,729	Four-legged chair
Design	D469,969	Four-legged chair
Design	D469,284	Chair
Design	D469,265	Chair
Utility	6,484,647	Office furniture system
Design	D461,348	Chair portion
Design	D461,345	Chair base
Design	D461,322	Chair
Utility	6,247,770	Furniture construction
Design	D441,557	Lightweight chair
Design	D437,124	Chair
Design	D431,910	Chair
Design	D431,910	Easel
Utility	6,116,692	Chair construction
Design	D429,914	Lectern
Design	D429,546	Projector cart
Design	D427,405	Book truck
Design	D427,404	Conference cart
Design	D425,319	Chair with end panel
Utility	6,058,854	Lightweight plastic furniture
Design	D421,533	Workstation module
Design	D417,969	Chair frame
Utility	6,004,157	Connector module
Utility	6,003,948	Chair construction
Design	D417,342	Chair with tablet arm
Design	D417,095	Table with modesty panel
Utility	5,983,807	Lightweight plastic furniture
Design	D414,618	Power module
Utility	5,934,203	Table construction
Utility	5,924,770	Chair construction
Design	D410,801	Chair with arm rests

Design	D407,830	Trim strip

Type	USPTO #	Description
Utility	5,868,081	Lightweight plastic furniture
Utility	5,694,865	Lightweight plastic furniture
Utility	4,841,877	Table
Utility	4,768,833	Chair construction
Design	D296,732	High chair
Utility	4,727,816	Table
Utility	4,710,049	Safety hinge
Design	D289,235	Chair
Utility	4,400,031	Interlocking chair

SCHEDULE B

TRADEMARKS
OF
VIRCO MGMT. CORPORATION

See Attached

TRADEMARKS:

Mark	USPTO#
9000 Chair	2,068,214
And-1	App. pending
Cheers	App. pending
Core-a-Gator (name)	2,122,306
Core-a-Gator (logo)	2,137,835
Core-a-Gator (design)	2,145,248
Designed for Stacking, The Safe Edge	1,518,917
Designing Quality, Furnishing Value	2,074,335
Egg	2,265,456
ErgoCombo	App. pending
Express Rail	App. pending
Furniture Focus	App. pending
Furniture that Fits	2,100,181
Furnishings that Fit	App. pending
Future Access	2,416,339
Gator-Gram	2,131,937
IQ	2,350,789
Lunada	2,678,466
Martest	0,740,021
Martest 21	2,404,744
Mojave	2,605,121
Ph.D.	App. 75/496,005
Planscape	App. pending
Plateau	2,190,003
Rol-Fol (Stylized)	0,586,886
Sure Edge	App. 76/332,595
Symposium	2,309,622
V	0,983,345

Mark	USPTO#
Vespers	2,341,840
Virco (Design only)	2,068,214
Virco (Stylized)	0,622,279
Virco (Design)	1,970,054
Vircolite	0,638,621
Virtue	1,059,295
Virtue of California	0,877,409
Virtuoso	2,329,332
Zuma	App. pending

SCHEDULE C

COPYRIGHTS
OF
VIRCO MGMT. CORPORATION

None

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