

02-27-2008

United States Patent and Trademark Office



To the Director of the U.S. Patent a

d documents or the new address (es) below.

1. Name of conveying party(ies):

103484873

of receiving party(ies):

Additional name(s) or conveying parties attached? Yes No

SILICON VALLEY BANK

Name: WYSE TECHNOLOGY, INC

Internal Address

Street Address:
3471 N 1ST STREET

City: SAN JOSE

State: CA

Country: USA

Zip: 95134

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): February 19, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : Release

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)
76491688 76491689 76491690

B. Trademark Registration No.(s)
73014159 73024676 73024677 73564692 73679914
73679915 73743313 74250258

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: HF151

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Phone Number: (408) 654-7297

Fax Number: (408) 654-6313

Email Address: zyang@svb.com

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers: 00000045 76491688

Expiration Date
01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

b. Deposit Account Number
Authorized User Name

9. Signature.

Signature

February 20, 2008
Date

Joy Yang

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003728 FRAME: 0769

2-26-08

02 FEB 26 AM 10:35
OPR/FINANCE



United States Patent and Trademark Office

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Assignments on the Web > Trademark Query

Trademark Assignment Details

Reel/Frame: 2702/0294

Pages: 10

Received: 03/31/2003

Recorded: 03/26/2003

Conveyance: SECURITY AGREEMENT

Total properties: 11

1	Serial #: <u>73014159</u> Mark: QUME	Filing Dt: 02/22/1974	Reg #: <u>1015652</u>	Reg. Dt: 07/15/1975
2	Serial #: <u>73024676</u> Mark: QUME	Filing Dt: 06/19/1974	Reg #: <u>1015654</u>	Reg. Dt: 07/15/1975
3	Serial #: <u>73024677</u> Mark: Q	Filing Dt: 06/19/1974	Reg #: <u>1007818</u>	Reg. Dt: 04/01/1975
4	Serial #: <u>73564692</u> Mark: WYSE	Filing Dt: 10/23/1985	Reg #: <u>1461695</u>	Reg. Dt: 10/20/1987
5	Serial #: <u>73679914</u> Mark: WYSEWORKS	Filing Dt: 08/21/1987	Reg #: <u>1520610</u>	Reg. Dt: 01/17/1989
6	Serial #: <u>73679915</u> Mark: WY	Filing Dt: 08/21/1987	Reg #: <u>1552558</u>	Reg. Dt: 08/22/1989
7	Serial #: <u>73743313</u> Mark: LASERDEK	Filing Dt: 08/01/1988	Reg #: <u>1542348</u>	Reg. Dt: 06/06/1989
8	Serial #: <u>74250258</u> Mark: QUALITY ON ARRIVAL	Filing Dt: 02/27/1992	Reg #: <u>1839075</u>	Reg. Dt: 06/07/1994
9	Serial #: <u>76491688</u> Mark: WINTERM	Filing Dt: 02/19/2003	Reg #: NONE	Reg. Dt:
10	Serial #: <u>76491689</u> Mark: EXPEDIAN	Filing Dt: 02/19/2003	Reg #: NONE	Reg. Dt:
11	Serial #: <u>76491690</u> Mark: WYSE EXPEDIAN	Filing Dt: 02/19/2003	Reg #: NONE	Reg. Dt:

Assignor

1 WYSE TECHNOLOGY INC.

Exec Dt: 03/21/2003

Entity Type: CORPORATION

Citizenship: DELAWARE

Assignee

1 SILICON VALLEY BANK
3003 TASMAN DRIVE
SANTA CLARA, CALIFORNIA 95054-1191

Entity Type: A CALIFORNIA
BANKING
CORPORATION

Citizenship: NONE

Correspondence name and address

BUCHALTER, NEMER, FIELDS & YOUNGER
KIM WALKER
601 S. FIGUEROA STREET, 24TH FLOOR
LOS ANGELES, CA 90017

40 + 10 x 25 = 290

Search Results as of: 12/26/2007 11:39 AM

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.

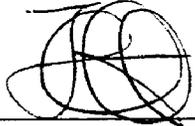
By: 
Title: Chief Executive Officer
~~General Manager~~

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)	1047/90	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

WYSE (Italy)	512596	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)	91/6768A	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 _____

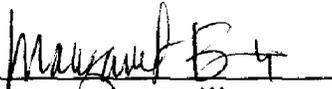
N/A

RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **WYSE TECHNOLOGY, INC** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated March 21, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on 3/26/2003 Reel 2702 , Frame 0294 .

Dated: **February 20, 2008**

SILICON VALLEY BANK

By: 
Name: Margaret Fujii
Title: Operations Department Manager