

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Livescribe, Inc.		01/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Anoto AB		
Street Address:	Emdalavagen 18		
City:	Lund		
State/Country:	SWEDEN		
Postal Code:	SE-223 69		
Entity Type:	CORPORATION: SWEDEN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77184854	LIVESCRIBE	
Serial Number:	77192358	PAPER REPLAY	
Serial Number:	77184902	PULSE	
Serial Number:	77184869	TURN YOUR PAPER ON	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 268-7232		
Email:	rlal@mofo.com, ALewis@mofo.com		
Correspondent Name:	Adam A. Lewis, Esq.		
Address Line 1:	Morrison & Foerster LLP, 425 Market St.		
Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	60400/2		
DOMESTIC REPRESENTATIVE			

CH \$115.00 77184854

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Adam A. Lewis, Esq.
Signature:	/Adam A. Lewis/
Date:	02/02/2009

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 27, 2009, is made between Livescribe, Inc., a Delaware corporation ("Grantor"), and Anoto AB, a Swedish corporation ("Secured Party").

Grantor and Secured Party hereby agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Security Agreement" means the Security Agreement dated as of January 27, 2009 between Grantor and Secured Party.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

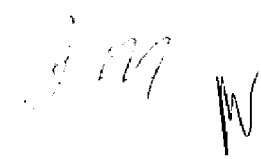
(d) Interpretation. The rules of interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants, assigns, and conveys to Secured Party a security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and



trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 12.

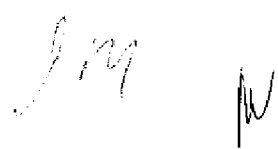
SECTION 3 Supplement to Security Agreement. This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party[, for itself and on behalf of and for the ratable benefit of the Lenders,] with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Representations and Warranties. Grantor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be



requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor.

SECTION 6 Authorization to Supplement. If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 6, Grantor authorizes Secured Party to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedules A or B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 7 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

SECTION 8 Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed (by certified or registered mail), sent or delivered to the respective parties hereto at or to their respective addresses, facsimile numbers or email addresses set forth below their names on the signature pages hereof, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and communications shall be effective (i) if delivered by hand, sent by certified or registered mail or sent by an overnight courier service, when received; and (ii) if sent by facsimile transmission or electronic mail, when sent. Electronic mail may be used only for routine communications, such as distribution of informational documents or documents for execution by the parties thereto, and may not be used for any other purpose.

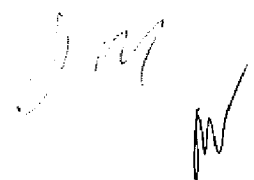
SECTION 9 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

SECTION 10 Amendment, Conflict. This Agreement is subject to modification only by a writing signed by the parties, except as provided herein. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the

provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

SECTION 11 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

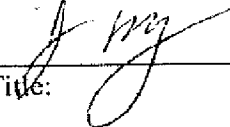
SECTION 12 Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.



IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

Grantor

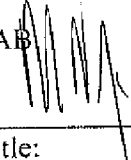
Livescribe, Inc.

By:  CEO
Title: _____

Address:

7677 Oakport Street, 12th Floor, Oakland, CA
94621, USA
Attention: Chief Executive Officer
With copy to: General Counsel
E-mail: generalcounsel@livescribe.com
Telefax: (510) 777-0159

Secured Party

Anoto AB  CEO
By: _____
Title: _____

Address:

Emdalavägen 18, SE-223 69, Lund, Sweden
Attention: Chief Executive Officer
With copy to: Legal Counsel
E-mail: general.counsel@anoto.com
Telefax: +46 46 540 1202

SCHEDULE A
to the Patent and Trademark Security Agreement

Issued U.S. Patents of Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
<u>US 6,529,920</u>	<u>March 4, 2003</u>	<u>Barry M. Arons, Lisa J. Stifelman</u>	<u>Multimedia linking device and method</u>

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Pending U.S. Patent Applications of Grantor

Pending Patents (US and PCT):

US serial no. 60/ 810,178 (co-owned with Anoto per the TLA)

SERIAL #	FILING DATE	TITLE	INVENTORS	STATUS
61042179	3-Apr-08	Ink Tags In A Smart Pen Computing System	James L. Marggraff, Alexander Sasha Pesic	Pending
61042258	3-Apr-08	Quick Record Function In A Smart Pen Computing System	James L. Marggraff, Tracy L. Edgecomb	Pending
61042254	3-Apr-08	System And Method For Removing Click And Friction Noise In A Writing Device	James L. Marggraff, Marc Thomas, John Hartman, John Carter, Mauricio Green, Mike Lehr, Allen Hessenflow, Igor Feldman, Dan Keller, Stuart Neubarth	Pending
61042130	3-Apr-08	Audio Bookmarking	Tracy L. Edgecomb, Alexander Sasha Pesic, James L. Marggraff	Pending
61042207	3-Apr-08	Multi-Modal Controller	Tracy L. Edgecomb, James L. Marggraff, Alexander Sasha Pesic	Pending
61042195	3-Apr-08	Multimodal Computing Platform Using Absolute And Relative Input Positioning System	James L. Marggraff	Pending
61042196	3-Apr-08	Digital Bookclip	Andy Van Schaack, James L. Marggraff	Pending
61042236	3-Apr-08	Multimodal Learning System	James L. Marggraff	Pending
61042235	3-Apr-08	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff	Pending
PCTUS2008065153	29-May-08	Enhanced Audio Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova	Pending
12129575	29-May-08	Enhanced Audio Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova	Pending
PCTUS2008065155	29-May-08	Binaural Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova, Byron Connell, Rick Lewis	Pending
12129579	29-May-08	Binaural Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova, Byron Connell, Rick Lewis	Pending
PCTUS2008065147	29-May-08	Cyclical Creation, Transfer, And Enhancement Of Multi-Modal Information Between Paper And Digital Domains	James L. Marggraff, Tracy L. Edgecomb	Pending
12129193	29-May-08	Cyclical Creation, Transfer, And Enhancement Of Multi-Modal Information Between Paper And Digital Domains	James L. Marggraff, Tracy L. Edgecomb	Pending
PCTUS2008065144	29-May-08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack	Pending
12129238	29-May-08	Multi-Modal SmartPen Computing System	James L. Marggraff, Andy Van Schaack	Pending
PCTUS2008065163	29-May-08	Animation Of Audio Ink	James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack	Pending
12129538	29-May-08	Animation Of Audio Ink	James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack	Pending
PCTUS2008065159	29-May-08	Communicating Audio And Writing Using A Smart Pen Computing System	Tracy L. Edgecomb, James L. Marggraff	Pending

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12129541	29-May-08	Communicating Audio And Writing Using A Smart Pen Computing System	Tracy L. Edgecomb, James L. Marggraff	Pending
PCTUS2008065162	29-May-08	Customer Authoring Tools For Creating User-Generated Content For Smart Pen Applications	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff	Pending
12129542	29-May-08	Customer Authoring Tools For Creating User-Generated Content For Smart Pen Applications	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff	Pending
PCTUS2008065117	29-May-08	Self-Addressing Paper	James L. Marggraff, Alexander Sasha Pesic, Tracy L. Edgecomb	Pending
12129281	29-May-08	Self-Addressing Paper	James L. Marggraff, Alexander Sasha Pesic, Tracy L. Edgecomb	Pending
PCTUS2008065156	29-May-08	Electronic Annotation Of Documents With Preexisting Content	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff, Vinaitheerthan Meyyappan	Pending
12129583	29-May-08	Electronic Annotation Of Documents With Preexisting Content	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff, Vinaitheerthan Meyyappan	Pending
PCTUS2008065148	29-May-08	Organization Of User Generated Content Captured By A Smart Pen Computing System	Vinaitheerthan Meyyappan, James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack	Pending
12129265	29-May-08	Organization Of User Generated Content Captured By A Smart Pen Computing System	Vinaitheerthan Meyyappan, James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack	Pending
61073737	18-Jun-08	Managing Objects With Varying And Repeated Printed Positioning Information	James L. Marggraff	Pending

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SCHEDULE B
to the Patent and Trademark Security Agreement

U.S. Registered Trademarks of Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
N/A				

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J. M.
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Pending U.S. Trademark Applications of Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
<u>77/184854</u>	<u>May 18, 2007</u>	<u>Livescribe Inc.</u>	<u>LIVESCRIBE</u>
<u>77/192358</u>	<u>May 29, 2007</u>	<u>Livescribe Inc.</u>	<u>PAPER REPLAY</u>
<u>77/184902</u>	<u>May 18, 2007</u>	<u>Livescribe Inc.</u>	<u>PULSE</u>
<u>77/184869</u>	<u>May 18, 2007</u>	<u>Livescribe Inc.</u>	<u>TURN YOUR PAPER ON</u>

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