

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT															
NATURE OF CONVEYANCE:	Security Agreement															
CONVEYING PARTY DATA																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Palm, Inc.</td> <td></td> <td>10/02/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Palm Trademark Holding Company, LLC</td> <td></td> <td>10/02/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	Palm, Inc.		10/02/2009	CORPORATION: DELAWARE	Palm Trademark Holding Company, LLC		10/02/2009	LIMITED LIABILITY COMPANY: DELAWARE			
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CORRESPONDENCE DATA																
<p>Fax Number: (866)826-5420 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 3016380511 Email: ipresearchplus@comcast.net Correspondent Name: IP Research Plus, Inc. Address Line 1: 21 Tadcaster Circle Address Line 2: Attn: Penelope J.A. Agodoa Address Line 4: Waldorf, MARYLAND 20602</p>																
ATTORNEY DOCKET NUMBER:	35027															

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TRADEMARK
REEL: 004075 FRAME: 0319

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/07/2009
Total Attachments: 7 source=35027#page1.tif source=35027#page2.tif source=35027#page3.tif source=35027#page4.tif source=35027#page5.tif source=35027#page6.tif source=35027#page7.tif	

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 2, 2009, among PALM, INC., a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of October 24, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders (as such term is defined in the Credit Agreement, as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 24, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the Administrative Agent and Morgan Stanley Senior Funding, Inc., as syndication agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement and subject to any applicable limitations set forth therein, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political

subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[The remainder of this page is intentionally left blank]

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

PALM, INC.,

by Mary E. Doyle
Name: Mary E. Doyle
Title: SVP, General Counsel, Secretary

PALM TRADEMARK HOLDING
COMPANY, LLC,

by Karen L. Harrison
Name: Karen L. Harrison
Title: President

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Ann B. Kerns

Name:

Title:

Ann B. Kerns
Vice President

Schedule I

<u>Subsidiary Parties</u>
Palm Trademark Holding Company, LLC

Schedule II

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Palm Trademark Holding Company, LLC	DESIGN (PALM ORANGE LOGO)	6/24/2008	3,453,741

II. Trademark Applications

<u>Applicant</u>	<u>Mark</u>	<u>Application Date</u>	<u>Application Number</u>
Palm, Inc.	MOJO	1/20/2009	77/652,453
Palm, Inc.	SYNERGY	1/20/2009	77/652,457
Palm, Inc.	TOUCHSTONE	6/30/2009	77/771,254