

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
MOTION COMPUTING, INC.		03/10/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78529783	MOTION	
Serial Number:	78347615	SPEAK ANYWHERE	
Serial Number:	78330988	VIEW ANYWHERE	
Serial Number:	78326796	MOTIONGUARD	
Serial Number:	76414263	MOTION COMPUTING	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 EXECUTIVE DR., STE 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	354271-257		

CH \$140.00 78529783

900156878

**TRADEMARK
 REEL: 004165 FRAME: 0344**

NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	03/11/2010
Total Attachments: 5 source=Motion Computing IPSA#page1.tif source=Motion Computing IPSA#page2.tif source=Motion Computing IPSA#page3.tif source=Motion Computing IPSA#page4.tif source=Motion Computing IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MOTION COMPUTING, INC. ("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 the Effective Date (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 and Patents 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 and Trademarks listed on Schedules A, B and C 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.

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IN WITNESS WHEREOF, the parties have caused 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:

8601 RR 2222, Building II
Austin, TX 78730

Attn: _____

MOTION COMPUTING, INC.

By:  _____

Title: CEO _____

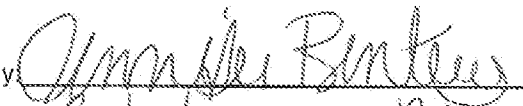
BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By:  _____

Title: Relationship Manager _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
1. unknown title	0480730	unknown issue date
2. unknown title	0506195	unknown issue date
3. Tablet Computing Device with Three-Dimensional Docking Support	6856506	2/15/05
4. Combined Modular Keyboard and Tablet PC Protective Cover	6882524	4/19/05
5. Flexible circuit board for tablet computing device	6914197	7/5/05
6. Apparatus and method for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	7164933	1/16/07
7. External battery pack	7236356	6/26/07
8. System for reducing the electromagnetic interference between two or more antennas coupled to a wireless communication device	7369879	5/6/08
9. Tablet computer palette with extended bezel	7428143	9/23/08
10. Device and method for wireless communication selection and control	7434076	10/7/08
11. Active dynamic tactile feedback stylus	11038615	1/19/05
12. Systems for powering peripheral devices	11040840	1/21/05
13. Method and system for controllably and selectively securing a portable computing device to a physical holding device	10951326	9/27/04
14. Hinged mount combined modular keyboard and tablet PC protective cover	11074807	3/8/05
15. Extended peripheral battery pack for a tablet computer	11121222	5/3/05
16. Ultra thin tablet computer battery and docking system	11121223	5/3/05
17. Docking support for a tablet computer with extended battery	11121224	5/3/05
18. Display for stylus input displays	11126942	5/11/05
19. Programmable orientation handwriting recognition system and method	11153777	6/15/05
20. Multi-purpose portable computer with integrated devices	12028411	2/8/08
21. Ergonomic solvent resistant portable computer	12028458	2/8/08
22. Sorting particles	7389879	6/24/08
23. Methods and systems for slant compensation in handwriting and signature recognition	7620244	11/17/09
24. Expansion base for a slate or tablet type computing device	D480730	10/14/03
25. Tablet personal computer	D506195	6/14/05

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
1. MOTION	78529783	12/9/04
2. SPEAK ANYWHERE	78347615	1/5/04
3. VIEW ANYWHERE	78330988	11/20/03
4. MOTIONGUARD	78326796	11/12/03
5. MOTION COMPUTING	76414263	5/30/02

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