

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
Nethra Imaging, Inc.		06/29/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARM Limited		
Street Address:	110 Fulbourn Road		
City:	Cambridge		
State/Country:	UNITED KINGDOM		
Postal Code:	GB-CB1 9NJ		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	78803035	NETHRA IMAGING	
Serial Number:	78803044	NETHRA	
Serial Number:	78803051	CAPTURING YOUR IMAGINATION	
Serial Number:	78912087	VISIONTUNE	
Serial Number:	78912093	ENVISION	
Serial Number:	78912122	ADAPTIVEEYE	
Serial Number:	78912169	PERFECTCOLOR	
Serial Number:	78912188	REDEYEZAP	
Registration Number:	3074133	AMBRIC	
Registration Number:	3489356	AMBRIC	
Serial Number:	85009952	TRUESTABILIZER	
CORRESPONDENCE DATA			
Fax Number:	(800)494-7512		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$290.00 78803035

Phone: 800-494-5225
Email: agency@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G Street NW, Ste 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

F127600

DOMESTIC REPRESENTATIVE

Name: Vincent Canno
Address Line 1: 1600 El Camino Real
Address Line 2: Davis Polk & Wardwell LLP
Address Line 4: Menlo Park, CALIFORNIA 94025

NAME OF SUBMITTER:

Rick Harrison

Signature:

/ Rick Harrison /

Date:

06/30/2010

Total Attachments: 6

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Domestic Representative

The domestic representative for ARM Limited is:

Davis Polk & Wardwell LLP
1600 El Camino Real
Menlo Park, CA 94025
Tel: (650) 752-2000

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Nethra Imaging, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Grantor and ARM Limited, a company organized under the laws of England and Wales (“**ARM**”), are parties to the Secured Convertible Promissory Note dated as of June 29, 2010 (the “**Secured Convertible Promissory Note**”); and

WHEREAS, pursuant to (i) the Second Amended and Restated Security Agreement dated as of June 29, 2010 (the “**Security Agreement**”) among the Grantor, ARM and the Existing Secured Parties (as defined therein) and (ii) certain other security documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to ARM for the benefit of ARM a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to ARM, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

(i) each trademark owned by the Grantor, including, without limitation, each trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark;

(ii) each trademark license to which the Grantor is a party, including, without limitation, each trademark license identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any trademark owned by the

Grantor (including, without limitation, any trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any trademark license (including, without limitation, any trademark license identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

Subject to the rights of other secured parties as set forth in the Security Agreement, the Grantor irrevocably constitutes and appoints ARM and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in ARM's name, from time to time, in ARM's discretion, so long as any Event of Default (as defined in the Secured Convertible Promissory Note) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

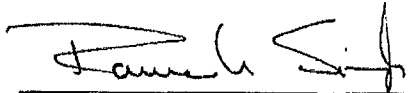
Except to the extent expressly permitted in the Security Agreement or the Secured Convertible Promissory Note, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to ARM pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of ARM with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29th day of June, 2010.

NETHRA IMAGING, INC.

By: 
Name: RAMESH SENGH
Title: CEO & PRESIDENT

Acknowledged:

ARM LIMITED

By: _____
Name:
Title:

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 29 day of June, 2010.

NETHERA IMAGING, INC.

By: _____

Name:

Title:

Acknowledged:

ARM LIMITED

By: _____

Name:

Title:

PALMBOY

PATRICIA ALBOP

DIRECTOR

[Signature page to Trademark Security Agreement]

**Schedule 1
to Trademark
Security Agreement**

NETHRA IMAGING, INC.

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
NETHRA IMAGING	78/803,035	3/11/2008
NETHRA	78/803,044	1/22/2008
CAPTURING YOUR IMAGINATION	78/803,051	1/8/2008
VISIONTUNE	78/912,087	3/11/2008
ENVISION	78/912,093	3/11/2008
ADAPTIVEEYE	78/912,122	
PERFECTCOLOR	78/912,169	3/11/2008
REDEYEZAP	78/912,188	
AMBRIC	3074133	
AMBRIC	3489356	

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TRUESTABILIZER	85/009,952	

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
N/A			