

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Technologies Ltd.		11/23/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Highbridge Principal Strategies, LLC, as collateral agent		
Street Address:	40 West 57th Street		
Internal Address:	33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3147551	BEINSYNC	
Registration Number:	3013589	CME	
Registration Number:	2998662	CME	
Registration Number:	2679288	EMBEDDED BIOS	
Serial Number:	76692543	EMBEDDED SIMPLICITY	
Registration Number:	2274348	FIRMBASE	
Registration Number:	2803287	FIRSTWARE	
Registration Number:	3025952	PHOENIX	
Serial Number:	77825327	PHOENIX	
Registration Number:	2484133	PHOENIX TECHNOLOGIES	
Serial Number:	77825332	PHOENIX TECHNOLOGIES	
Serial Number:	77825944	PHOENIX TECHNOLOGIES	
Serial Number:	77825955	PHOENIX TECHNOLOGIES	

900176319

TRADEMARK  
REEL: 004421 FRAME: 0515

CH \$390.00 3147551

Registration Number:	3347463	STRONGFRAME
Registration Number:	3019390	TRUSTED CORE

# CORRESPONDENCE DATA

Fax Number: (212)593-5955

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-756-2552

Email: marisa.davidson@srz.com

Correspondent Name: M. Davidson c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	041598-0007
NAME OF SUBMITTER:	Marisa Davidson (041598-0007)
Signature:	/kc for md/
Date:	11/24/2010

# Total Attachments: 8

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## GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of November 23, 2010, by Phoenix Technologies Ltd., a Delaware corporation ("Grantor"), in favor of Highbridge Principal Strategies, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated November 23, 2010 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

PHOENIX TECHNOLOGIES LTD.

By: 

Name: Nick Kaiser

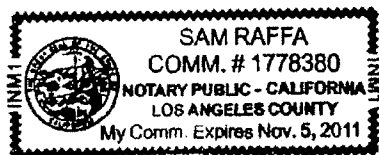
Title: President


STATE OF California

ss.:

COUNTY OF Los Angeles

On this 12 day of November, 2010, before me personally came Nick Kaiser, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of Phoenix Technologies LTD, a Delaware Corporation, and that s/he executed the foregoing instrument in the firm name of Phoenix Technologies LTD, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



 Sam Raffa, Notary Public  
[NOTARY SEAL]


TRADEMARK SECURITY  
AGREEMENT

TRADEMARK  
REEL: 004421 FRAME: 0518


SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications



GRANTOR	TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.
UNITED STATES			
Phoenix Technologies Ltd.	BEINSYNC	United States	Application No. <u>78476242</u> Registration No. 3147551
Phoenix Technologies Ltd.	CME	United States	Application No. <u>76496904</u> Registration No. 3013589
Phoenix Technologies Ltd.	CME	United States	Application No. <u>76496905</u> Registration No. 2998662
Phoenix Technologies Ltd.	EMBEDDED BIOS	United States	Application No. <u>75424462</u> Registration No. 2679288
Phoenix Technologies Ltd.	EMBEDDED SIMPLICITY	United States	Application No. <u>76692543</u>
Phoenix Technologies Ltd.	FIRMBASE	United States	Application No. <u>75524203</u> Registration No. 2274348
Phoenix Technologies Ltd.	FIRSTWARE	United States	Application No. <u>76409695</u> Registration No. 2803287
Phoenix Technologies Ltd.	PHOENIX	United States	Application No. <u>76615388</u> Registration No. 3025952
Phoenix Technologies Ltd.	PHOENIX	United States	Application No. <u>77825327</u>

GRANTOR	TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.
Phoenix Technologies Ltd.	PHOENIX TECHNOLOGIES	United States	Application No. <u>75475118</u> Registration No. 2484133
Phoenix Technologies Ltd.	PHOENIX TECHNOLOGIES	United States	Application No. <u>77825332</u>
Phoenix Technologies Ltd.		United States	Application No. <u>77825944</u>
Phoenix Technologies Ltd.		United States	Application No. <u>77825955</u>
Phoenix Technologies Ltd.	STRONGFRAME	United States	Application No. <u>77132759</u> Registration No. 3347463
Phoenix Technologies Ltd.	TRUSTED CORE	United States	Application No. <u>76610212</u> Registration No. 3019390
CHINA			
Phoenix Technologies Ltd.	CODEONE	China	Application No. 2001016076 Registration No. 1917738
Phoenix Technologies Ltd.	FIRSTVIEW	China	Application No. 3381740 Registration No. 3381740
Phoenix Technologies Ltd.	FIRSTVIEW	China	Application No. 2001118821 Registration No. 1802404
Phoenix Technologies Ltd.	FIRSTVIEW	China	Application No. 3381739 Registration No. 3381739

<b>GRANTOR</b>	<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APPLICATION/ REGISTRATION NO.</b>
Phoenix Technologies Ltd.	FIRSTVIEW	China	Application No. 2001118822  Registration No. 2001841
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	China	Application No. 3381870  Registration No. 3381870
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	China	Application No. 2001118819  Registration No. 1802400
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	China	Application No. 3381738  Registration No. 3381738
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	China	Application No. 2001118820  Registration No. 2001838
Phoenix Technologies Ltd.	FIRSTWARE	China	Application No. 3357393  Registration No. 3357393
Phoenix Technologies Ltd.	PHOENIX	China	Application No. 4583402
<b>EUROPEAN UNION</b>			
Phoenix Technologies Ltd.	CME	European Union	Application No. 3344157  Registration No. 3344157
Phoenix Technologies Ltd.	CODEONE	European Union	Application No. 2064731  Registration No. 2064731

GRANTOR	TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.
Phoenix Technologies Ltd.	FIRSTWARE	European Union	Application No. 2913754 Registration No. 2913754
Phoenix Technologies Ltd.	PHOENIX	European Union	Application No. 004374294 Registration No. 004374294
Phoenix Technologies Ltd.	 Phoenix Technologies	European Union	Application No. 908764 Registration No. 908764
JAPAN			
Phoenix Technologies Ltd.	FIRSTWARE	Japan	Application No. 2002-096034
Phoenix Technologies Ltd.	PHOENIX TECHNOLOGIES	Japan	Application No. 1050620 Registration No. 4354111
SOUTH KOREA			
Phoenix Technologies Ltd.	FIRSTVIEW	South Korea	Application No. 4520010002147 Registration No. 7537
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	South Korea	Application No. 20010002148 Registration No. 7536
Phoenix Technologies Ltd.	FIRSTWARE	South Korea	Application No. 40-2002-0051275 Registration No. 579424
Phoenix Technologies Ltd.	PHOENIX TECHNOLOGIES	South Korea	Application No. 4020027481 Registration No. 565126
TAIWAN			

GRANTOR	TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.
Phoenix Technologies Ltd.	AWARD	Taiwan	Application No. 0800306 Registration No. 577938
Phoenix Technologies Ltd.	CME	Taiwan	Application No. 092053968 Registration No. 1106115
Phoenix Technologies Ltd.	CME	Taiwan	Application No. 092052970 Registration No. 1182480
Phoenix Technologies Ltd.	CODEONE	Taiwan	Application No. 90002978 Registration No. 989702
Phoenix Technologies Ltd.	FIRSTVIEW	Taiwan	Application No. 90026777 Registration No. 1004206
Phoenix Technologies Ltd.	FIRSTVIEW	Taiwan	Application No. 90030107 Registration No. 171577
Phoenix Technologies Ltd.	FIRSTVIEW	Taiwan	Application No. 91049036 Registration No. 1055839
Phoenix Technologies Ltd.	FIRSTVIEW	Taiwan	Application No. 91049037 Registration No. 189219
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	Taiwan	Application No. 90026778 Registration No. 1009480

GRANTOR	TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	Taiwan	Application No. 90030108  Registration No. 174042
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	Taiwan	Application No. 91049038  Registration No. 1061113
Phoenix Technologies Ltd.	FIRSTVIEW CONNECT	Taiwan	Application No. 91049039  Registration No. 189220
Phoenix Technologies Ltd.	FIRSTWARE	Taiwan	Application No. 91045774  Registration No. 1057591
Phoenix Technologies Ltd.	PHOENIX	Taiwan	Application No. 094014760  Registration No. 1194113
Phoenix Technologies Ltd.		Taiwan	Application No. 084026671  Registration No. 712390
Phoenix Technologies Ltd.	PHOENIX TECHNOLOGIES	Taiwan	Application No. 87029380  Registration No. 894060
Phoenix Technologies Ltd.		Taiwan	Application No. 094025037  Registration No. 1201628