

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NCOMPUTING, INC.		12/07/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SAND HILL CAPITAL IV, L.P.		
<b>Street Address:</b>	101 California Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3862465	VSPACE	
<b>Registration Number:</b>	3859262	NCOMPUTING VSPACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305954-122 NCOMPUTING		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$65.00 3862465

Date:

12/11/2010

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 1, 2010 by and among **SAND HILL CAPITAL IV, LP**, a Delaware limited partnership ("**Lender**") and **NCOMPUTING, INC.**, a Delaware corporation and **NCOMPUTING, INC.**, a California corporation (collectively, "**Borrower**"), with reference to the following facts:

### RECITALS

Lender and Borrower are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

**NOW, THEREFORE**, Borrower agrees as follows:

### AGREEMENT

To secure performance of its "Obligations" as defined in the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), 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). Borrower represents and warrants that (i) listed on Schedule A hereto are all United States trademark registrations and pending registrations owned or controlled by Borrower or licensed to Borrower, (ii) listed on Schedule B are all United States patents and patent applications owned or controlled by Borrower or licensed to Borrower, and (iii) listed on Schedule C are all of Borrower's material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on a non-exclusive basis), including, without limitation, those for which the sale, licensing or other disposition results in royalties receivable, license fees receivable, accounts receivable or other sums owing to Borrower. If Borrower acquires trademark registrations, patents or patent applications or material works of authorship subject to United States copyright protection (other than off-the-shelf software licensed to Borrower on non-exclusive basis) after the date hereof, Borrower shall so indicate in the Compliance Certificate, and Schedules A, B and C shall be deemed amended by such supplemental disclosure.

[Signatures follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

1 Lagoon Drive, Suite 110  
Redwood City, CA 94065

Attn: Katherine Butler

NCOMPUTING, INC.  
A Delaware corporation

By 

Title Stephen Duker, Chief Executive Officer

NCOMPUTING, INC.  
A California corporation

By Katherine E. Butler

Title Chief Administrative Officer

Address of Lender:

101 California Street, Suite 2700  
San Francisco, CA 94111

SAND HILL CAPITAL IV, LP

By \_\_\_\_\_

Title \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

**NCOMPUTING, INC.**  
**A Delaware corporation**

1 Lagoon Drive, Suite 110  
Redwood City, CA 94065

By \_\_\_\_\_

Title \_\_\_\_\_

Attn: Katherine Butler

**NCOMPUTING, INC.**  
**A California corporation**

By \_\_\_\_\_

Title \_\_\_\_\_

Address of Lender:

**SAND HILL CAPITAL IV, LP**

101 California Street, Suite 2700  
San Francisco, CA 94111

By  \_\_\_\_\_

Title Managing Member

**SCHEDULE A**

**Copyrights**

<b><u>Title</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
None.		

## SCHEDULE B

### Patents\*

<u>Description</u>	<u>Serial / Patent Number</u>	<u>Application / Issue Date</u>
Network terminal	D594,864	06/23/09
Network computing terminal	D590,827	04/21/09
Network computing terminal	D556,199	11/27/07
System and method for obtaining cross compatibility with a plurality of thin-client platforms	12/360,400 (20090238204)	01/27/09
System and method for computer network configuration and operation	12/207,402 (20090070441)	09/09/08
System and method for low bandwidth display information transport	12/207,389 (20090066840)	09/09/08
System and Method for using Virtual IP addresses in a multi-user server system	12/394,876	09/09/08
Network terminal operated by downloadable operating system and operating method thereof	12/165,156 (20090019277)	06/30/08
Network terminal operated by downloadable operating system and operating method thereof	10/590,220 (20070174414)	02/18/05
3D Graphics Acceleration in Remove Multi-User Environment	12/395,072	02/27/09
System and Method for Virtual 3D Graphics Acceleration and Streaming Multiple Different Video Streams	12/395,130	02/27/09
System and Method for Low Bandwidth Display Information Transport	12/395,152	02/27/09
System and Method for Downsizing Video Data for Memory Bandwidth Optimization	12/908,365	10/20/10
Optimization of Memory Bandwidth in Multi-Display System	12/560,990	09/16/09
Method and Apparatus for Copy Protecting a Digital Electronic Device	12/474,681	05/29/09

<u>Description</u>	<u>Serial / Patent Number</u>	<u>Application / Issue Date</u>
System and Method for Efficiently Processing Digital Video	12/861,217	08/23/10
Access Device	29/360,371	04/23/10
Access Device	29/360,538	04/27/10
Access Device	29/360,539	04/27/10

All patents listed on this schedule are owned by NComputing, Inc., a Delaware corporation.



## SCHEDULE C

### Trademarks

Description	Serial/Registration <u>Number</u>	Application/Registration <u>Date</u>
N COMPUTING <sup>1</sup>	3,242,736	05/15/07
VSPACE <sup>2</sup>	3,862,465	10/19/10
NCOMPUTING VSPACE <sup>2</sup>	3,859,262	10/12/10
NCOMPUTING <sup>1</sup>	77/787,436	07/22/09
NCOMPUTING <sup>1</sup>	77/787,425	07/22/09
NUMO <sup>1</sup>	77/962,677	03/18/10

<sup>1</sup> Denotes trademark is owned by NComputing, Inc., a Delaware corporation

<sup>2</sup> Denotes trademark is owned by NComputing, Inc., a California corporation