

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|--------------------------------------------------------------------------------------|-------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NCOMPUTING, INC. | | 12/07/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SAND HILL CAPITAL IV, L.P. | | |
| Street Address: | 101 California Street | | |
| Internal Address: | Suite 2700 | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94111 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77787436 | NCOMPUTING | |
| Serial Number: | 77787425 | NCOMPUTING | |
| Serial Number: | 77962677 | NUMO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (858)550-6420 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 858-550-6403 | | |
| Email: | erin.obrien@cooley.com | | |
| Correspondent Name: | Erin O'Brien | | |
| Address Line 1: | c/o Cooley LLP | | |
| Address Line 2: | 4401 Eastgate Mall | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 305954-122 NCOMPUTING | | |
| NAME OF SUBMITTER: | Erin O'Brien | | |

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 REEL: 004429 FRAME: 0913

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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Signature: | /Erin O'Brien/ |
| Date: | 12/11/2010 |
| Total Attachments: 7 source=nComputing signed IPSA#page1.tif source=nComputing signed IPSA#page2.tif source=nComputing signed IPSA#page3.tif source=nComputing signed IPSA#page4.tif source=nComputing signed IPSA#page5.tif source=nComputing signed IPSA#page6.tif source=nComputing signed IPSA#page7.tif | |

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.

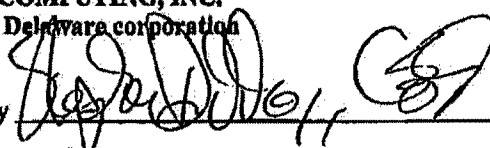
Address of Borrower:

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

| <u>Title</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------|-----------------------------------|---------------------------------|
| 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 Remote 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 ¹ | 3,242,736 | 05/15/07 |
| VSPACE ² | 3,862,465 | 10/19/10 |
| NCOMPUTING VSPACE ² | 3,859,262 | 10/12/10 |
| NCOMPUTING ¹ | 77/787,436 | 07/22/09 |
| NCOMPUTING ¹ | 77/787,425 | 07/22/09 |
| NUMO ¹ | 77/962,677 | 03/18/10 |

¹ Denotes trademark is owned by NComputing, Inc., a Delaware corporation

² Denotes trademark is owned by NComputing, Inc., a California corporation