

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
LIVESCRIIBE INC.		04/01/2011	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: 2			
Property Type	Number	Word Mark	
Serial Number:	77981544	PAPER REPLAY	
Serial Number:	77948780	ECHO	
CORRESPONDENCE DATA			
Fax Number:	(408)852-4475		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4088417195		
Email:	dsanchezbentz@virtuallawpartners.com		
Correspondent Name:	Diana Sanchez Bentz, Legal Specialist		
Address Line 1:	235 Victoria Drive		
Address Line 2:	Virtual Law Partners LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
ATTORNEY DOCKET NUMBER:	SVB-LIVESCRIIBE_TMS		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
Signature:	/dsb1068/		

OP \$65.00 77981544

900188504

TRADEMARK
 REEL: 004515 FRAME: 0661

Date:

04/05/2011

Total Attachments: 10

source=svb-livescribe-a-r ipsa#page1.tif
source=svb-livescribe-a-r ipsa#page2.tif
source=svb-livescribe-a-r ipsa#page3.tif
source=svb-livescribe-a-r ipsa#page4.tif
source=svb-livescribe-a-r ipsa#page5.tif
source=svb-livescribe-a-r ipsa#page6.tif
source=svb-livescribe-a-r ipsa#page7.tif
source=svb-livescribe-a-r ipsa#page8.tif
source=svb-livescribe-a-r ipsa#page9.tif
source=svb-livescribe-a-r ipsa#page10.tif

AMENDED AND RESTATED TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of April 1, 2011 by and between SILICON VALLEY BANK ("Bank") and LIVESCRIBE 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 Amended and Restated Loan and Security Agreement dated as of April 1, 2011 (the "Effective Date"), as the same has been amended, modified, supplemented or restated (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, Patents, and Mask Works (as each term is described below) 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.

C. Bank and Grantor have entered into that certain Intellectual Property Security Agreement dated as of August 31, 2009, as the same has been amended, modified, supplemented or restated (the "Existing IP Agreement").

D. Bank and Grantor desire to amend and restate the Existing IP Agreement in its entirety in accordance with the terms hereof. Bank and Grantor agree that the Existing IP Agreement is hereby amended and restated in its entirety as set forth below.

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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

Nothing contained herein shall in any way impair the Existing IP Agreement now held for the Obligations, nor affect or impair any rights, powers, or remedies under the Existing IP Agreement, it being the intent of the parties hereto that this Amended and Restated Intellectual Property Security Agreement shall not constitute a novation of the Existing IP Agreement or an accord and satisfaction of the Obligations. Grantor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Existing IP Agreement, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all Intellectual Property Collateral heretofore pledged as security for the Obligations, continues to be and remains Intellectual Property Collateral securing the Obligations from and after the date hereof.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

7677 Oakport Street, 12th Floor
Oakland, California 94621

Attn: LEGAL DEPT

LIVESCRIBE INC.

By: 

Title: EIP & CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: 

Title: VP, RM

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Company Patents:				
<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>	<u>Inventors</u>	
US 6,529,920	March 4, 2003	Multimedia linking device and method	Barry M. Arons, Lisa J. Stifelman	
US 7,810,730	October 12, 2010	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff	
Company Patent Applications:				
<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventors</u>
US	12129575	5/29/08	Enhanced Audio Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova
US	12129579	5/29/08	Binaural Recording For Smart Pen Computing Systems	Andy Van Schaack, Frank Canova, Byron Connell, Rick Lewis
US	12129193	5/29/08	Cyclical Creation, Transfer, And Enhancement Of Multi-Modal Information Between Paper And Digital Domains	James L. Marggraff, Tracy L. Edgecomb
AU	2008260115	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
CA	2688634	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
CN	2008800237946	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
EP	87698189	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
JP	2010510492	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
KR	1020097027381	5/29/08	Multi-Modal Smart Pen Computing System	James L. Marggraff, Andy Van Schaack
US	12129238	5/29/08	Multi-Modal SmartPen Computing System	James L. Marggraff, Andy Van Schaack
US	12129538	5/29/08	Animation Of Audio Ink	James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack
US	12129541	5/29/08	Communicating Audio And Writing Using A Smart Pen Computing System	Tracy L. Edgecomb, James L. Marggraff
US	12129542	5/29/08	Customer Authoring Tools For Creating User-Generated Content For Smart Pen Applications	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff

Handwritten initials

US	12129281	5/29/08	Self-Addressing Paper	James L. Marggraff, Alexander Sasha Pesic, Tracy L. Edgecomb
US	12129583	5/29/08	Electronic Annotation Of Documents With Preexisting Content	Tracy L. Edgecomb, Andy Van Schaack, James L. Marggraff, Vinaitheerthan Meyyappan
US	12129265	5/29/08	Organization Of User Generated Content Captured By A Smart Pen Computing System	Vinaitheerthan Meyyappan, James L. Marggraff, Tracy L. Edgecomb, Andy Van Schaack
CN	2009801178795	4/3/09	Multi-Modal Controller	James L. Marggraff, Tracy L. Edgecomb, Alexander Sasha Pesic
EP	97275093	4/3/09	Multi-Modal Controller	James L. Marggraff, Tracy L. Edgecomb, Alexander Sasha Pesic
US	12415780	3/31/09	Multi-Modal Controller	Tracy L. Edgecomb, James L. Marggraff, Alexander Sasha Pesic
CN	2009801178776	4/2/09	Multi-Modal Learning System	James L. Marggraff
JP	2011503187	4/2/09	Multi-Modal Learning System	James L. Marggraff
KR	1020107024265	4/2/09	Multi-Modal Learning System	James L. Marggraff
US	12415789	3/31/09	Multi-Modal Learning System	James L. Marggraff
AU	2009231671	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
CA	2720565	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
CN	2009801178780	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
EP	97283857	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
JP	2011503186	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
KR	1020107024272	4/2/09	Decoupled Applications For Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
US	12415347	3/31/09	Grouping Variable Media Inputs To Reflect A User Session	James L. Marggraff, Erica Leverett, Tracy L. Edgecomb, Alexander Sasha Pesic
US	12415356	3/31/09	Ink Tags In A Smart Pen Computing System	James L. Marggraff, Alexander Sasha Pesic
US	12415115	3/31/09	Quick Record Function In A Smart Pen Computing System	James L. Marggraff, Tracy L. Edgecomb
US	12415187	3/31/09	Removing Click And Friction Noise In A Writing Device	James L. Marggraff, Marc Thomas, John Hartman, John Carter, Mauricio Greene, Mike Lehr, Allen Hessenflow, Igor Feldman, Dan Keller, Stuart Neubarth

US	12415226	3/31/09	Audio Bookmarking	Tracy L. Edgecomb, James L. Marggraff, Alexander Sasha Pesic
US	12415306	3/31/09	Digital Bookclip	Andy Van Schaack, James L. Marggraff
EP	97677678	6/18/09	Managing Objects With Varying And Repeated Printed Positioning Information	James L. Marggraff
US	12486636	6/17/09	Managing Objects With Varying And Repeated Printed Positioning Information	James L. Marggraff
US	12876957	9/7/10	Decoupled Applications for Printed Materials	Andy Van Schaack, Stefan Burstrom, James L. Marggraff
US	12836332	7/14/10	Markup Language-Based Authoring And Runtime Environment For Interactive Content Platform	Daniel J Fraisl
US	12302985	8/28/09	System and Method for Recalling Media	James Marggraff, Tracy L. Edgecomb, Gabriel Acosta-Mikulasek, Dan Gardenfors, Anders Svensson

EXHIBIT C

Trademarks

COUNTRY	TRADEMARK	APPL. NO & FILING DATE
US	LIVESCRIIBE	77/184854 05/18/2007
US	PAPER REPLAY	77/192358 05/29/2007
US	PULSE	77/184902 05/18/2007
US	ECHO	77/948780 03/02/2010
COUNTRY	TRADEMARK	APPL. NO & FILING DATE
Canada	LIVESCRIIBE	1372282 11/15/2007
Canada	PAPER REPLAY	1372286 11/15/2007
Canada	PULSE	1372283 11/15/2007
China	LIVESCRIIBE	6388140 11/19/2007
China	LIVESCRIIBE	6388141 11/19/2007
China	LIVESCRIIBE	6388142 11/19/2007
China	LIVESCRIIBE	6788182 6/17/2008
China	LIVESCRIIBE (in Chinese characters)	6958182 9/17/2008
China	LIVESCRIIBE (in Chinese characters)	6958185 9/17/2008
China	LIVESCRIIBE (in Chinese characters)	6958183 9/17/2008
China	LIVESCRIIBE (in Chinese characters)	6958184 9/17/2008
China	PULSE	6388139 11/19/2007
China	PULSE	6788183 6/17/2008
China	PULSE (in Chinese characters)	6958179 9/17/2008
China	PULSE (in Chinese characters)	6958179 9/17/2008
European Union	LIVESCRIIBE	6442529 11/15/2007
European Union	PAPER REPLAY	6442867 11/15/2007
European Union	PULSE	6444475 11/16/2007

COUNTRY	TRADEMARK	APPL. NO. & FILING DATE
Korea (South)	LIVESCRIIBE	45-2007-0005174 11/19/2007
Korea (South)	PULSE	45-2007-0005175 11/19/2007

US

PAPER REPLAY

77981544

May 29, 2007



EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		