

TRADEMARK ASSIGNMENT

Electronic 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
VIRCO MFG. CORPORATION		05/31/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	333 S. GRAND AVENUE #940
Internal Address:	ATTN: RAZIA DAMJI
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77265430	ANALOGY
Serial Number:	77267629	GEM
Serial Number:	85163638	PLANSCAPE
Serial Number:	77267643	RECESS
Registration Number:	3010383	
Registration Number:	3528679	METAPHOR
Registration Number:	3887535	PARAMETER
Registration Number:	3509728	TELOS
Registration Number:	3633057	TEXT
Registration Number:	3380310	V VIRCO
Registration Number:	3380311	VIRCO
Registration Number:	3115038	ZUMA

CORRESPONDENCE DATA

900194935

TRADEMARK
 REEL: 004566 FRAME: 0197

CH \$315.00 77265430

Fax Number: (213)226-4028

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

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Correspondent Name: BRADLEY E. WOLF, ESQ.

Address Line 1: PILLSBURY WINTHROP SHAW PITTMAN LLP

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Address Line 4: LOS ANGELES, CALIFORNIA 90017-5406

ATTORNEY DOCKET NUMBER:

005741-0000264

NAME OF SUBMITTER:

BRADLEY E. WOLF

Signature:

/Bradley E. Wolf/

Date:

06/20/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of May 31, 2011 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the **"Intellectual Property Security Agreement"**), is made by **VIRCO MFG. CORPORATION**, a Delaware corporation (the **"Grantor"**) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the **"Bank"**).

WITNESSETH:

WHEREAS, the Grantor is or will be a party to that certain Amendment No. 8 to Second Amended and Restated Credit Agreement dated as of May 31, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Amendment"**), by and among Bank, the Grantor and Virco Inc., a Delaware corporation, as Guarantor, amending the Second Amended and Restated Credit Agreement dated as of March 12, 2008, which has subsequently been amended pursuant to various amendments (as it may be further amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) between the Grantor and the Bank (capitalized terms used and not defined herein have the meanings given such terms in the Credit Agreement, as amended by the Amendment).

WHEREAS, the Grantor is party to that certain Amended and Restated Security Agreement dated as of January 27, 2004 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Security Agreement"**), by and among Bank, the Grantor and each of the Grantor's Subsidiaries signatory thereto, as Subsidiary Guarantors (as such term is defined in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor and its Subsidiary Guarantors have previously granted a security interest in certain personal property, including, without limitation, certain intellectual property of the Grantors and the Subsidiary Guarantors to the Bank pursuant to an Intellectual Property Security Agreement dated as of January 27, 2004 (the **"Existing IP Security Agreement"**).

WHEREAS, under the terms of the Master Reaffirmation Agreement dated as of March 12, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the **"Reaffirmation Agreement"**) by and among the Grantor, the Guarantors in effect at such time and the Bank, the Grantor ratified and reaffirmed its obligations and pledge of collateral under the Security Agreement, including, without limitation, the Existing IP Security Agreement.

WHEREAS, the Grantor has filed new patent and trademark applications and/or has been granted new patents and trademark registrations since executing the Security Agreement and the Existing IP Security Agreement.

WHEREAS, pursuant to Section 6(b)(ii) of the Amendment, the Grantor has agreed as a condition thereof to execute this Intellectual Property Security Agreement for filing with the United States Patent and Trademark Office in order to properly record the Bank's security interest in the new patents, trademark registrations and/or applications therefor referenced above and attached hereto as Schedule 1 and Schedule 2.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Bank a security interest in and to all of the Grantor's right, title, and interest in and to the following as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations (as such term "Obligations" is defined in the Credit Agreement) now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise:

1.1. Trademarks

1.1.1 The Grantor's United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, and other source or business identifiers, all registrations and applications to register any of the foregoing including, but not limited to: (i) the U.S. trademark registrations and applications referred to in Schedule 1 hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "**Trademarks**"); and

1.1.2 All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of (i) any right to use any Trademark, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

1.2. Patents

1.2.1 The Grantor's United States, foreign, and multinational patents, certificates of invention, and patentable inventions (regardless of whether reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Schedule 2 hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present, and future infringements or other violations thereof, (v) all proceeds of the

foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the “**Patents**”); and

1.2.2 All licenses or agreements, whether written or oral, providing for the grant by or to the Grantor of (i) any right to use any Patent, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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.

Section 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to conflict of laws principles thereof.

Section 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement, the Credit Agreement and the Amendment referenced herein. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the Credit Agreement and the Amendment, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the Credit Agreement or the Amendment, the provisions of the Security Agreement, the Credit Agreement or the Amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed as of the date first above written by their respective officers thereunto duly authorized.

VIRCO MFG. CORPORATION,
as Grantor

By: Robert E. Dose
Name: Robert E. Dose
Title: V.P. Finance

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Bank

By: Razia Damsi
Name: RAZIA DAMSI
Title: V.P. Principal

SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

U.S. Trademark	Serial No. Registration No.	Filing Date Issue Date
PENDING TRADEMARKS		
ANALOGY	77/265,430	08/27/2007
GEM	77/267,629	08/29/2007
PLANSCAPE	85/163,638	10/28/2010
RECESS	77/267,643	08/29/2007
REGISTERED TRADEMARKS		
DESIGN ONLY	3,010,383	11/01/2005
METAPHOR	3,528,679	11/04/2008
PARAMETER	3,887,535	12/07/2010
TELOS	3,509,728	09/30/2008
TEXT	3,633,057	06/02/2009
V VIRCO	3,380,310	02/12/2008
VIRCO	3,380,311	02/12/2008
ZUMA	3,115,038	07/11/2006

SCHEDULE 2

TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENTS

Title	Application/Patent Number	Filing/Issue Date
Self-Leveling Furniture Leg Foot	7,380,879	06/03/2008
Book Rack and Pencil Tray Combination	7,281,476	10/16/2007
Student Desk Chair with Rockers Rails	7,147,284	12/12/2006
Stackable Chair-Desk Frame	7,059,670	06/13/2006
Molded and Laminated Curved Surface Composites	6,706,382	03/16/2004
Office Furniture System	6,592,194	07/15/2003
Molded and Laminated Curved Surface Composites	6,534,165	03/18/2003
Enlarged Iron Cover with Rough Textured Inner Surface	5,944,081	08/31/1999
Two-Part Table Top	5,845,587	12/08/1998
Follower for File Drawer	5,826,956	10/27/1998
Lateral File Anti-Tilt Mechanism with Pivotal Activator Rail	5,411,327	05/02/1995
Desk with Floating Top	D621,176	08/10/2010
Desk with Floating Top	D621,175	08/10/2010
Desk Top Spacer	D617,123	06/08/2010
Drawer Pull	D616,721	06/01/2010
Grommet	D606,844	12/29/2009
Task Chair	D564,768	03/25/2008
Desk	D563,697	03/11/2008
Table	D560,085	01/22/2008
Table	D560,084	01/22/2008
Desk	D559,592	01/15/2008
Chair Bucket	D549,018	08/21/2007
Chair Bucket	D547,980	08/07/2007
Chair Frame	D547,979	08/07/2007
Desk	D546,097	07/10/2007
Chair	D544,230	06/12/2007

Title	Application/Patent Number	Filing/Issue Date
Chair/Desk	D542,039	05/08/2007
Rocking Chair	D526,134	08/08/2006
Chair Desk Combination Frame	D523,265	06/20/2006
Chair Desk Combination Frame	D522,777	06/13/2006
Chair	D522,265	06/06/2006
Chair	D521,757	05/30/2006
Chair Desk Combination	D521,751	05/30/2006
Chair Desk Combination	D521,750	05/30/2006
Chair Seat	D521,283	05/23/2006
Chair Desk Combination Frame	D521,282	05/23/2006
Chair Back	D520,782	05/16/2006
Chair	D520,768	05/16/2006
Hanger	D518,706	04/11/2006
Chair/Desk	D514,829	02/14/2006
Task Chair	D514,339	02/07/2006
Chair Seating Assembly	D513,911	01/31/2006
Chair/Desk	D513,892	01/31/2006
Rocking Chair Carriage Assembly	D512,252	12/06/2005
Desk	D510,670	10/18/2005
Hanger	D510,258	10/04/2005
Stool	D507,893	08/02/2005
Chair and Desk Combination	D507,890	08/02/2005
Desk	D507,710	07/26/2005
Pencil Tray	D506,225	06/14/2005
Book Tray	D505,581	05/31/2005
Chair and Desk Combination	D505,002	05/17/2005
Task Chair	D504,026	04/19/2005
Chair	D503,559	04/05/2005
Chair	D499,260	12/07/2004
Stool	D488,630	04/20/2004
Desk with Two-Part Table Top	D408,651	04/27/1999