

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
TERADICI CORPORATION		02/04/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP		
Street Address:	333 Bay Street		
Internal Address:	Suite 1620		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3408338	TERADICI	
Registration Number:	3408337	PCOIP	
Registration Number:	3400328	PC-OVER-IP	
Registration Number:	3396711	PC OVER IP	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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:	313569-110 TERADICI		
TRADEMARK			

CH \$115.00 3408338

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/12/2013

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AGREEMENT is made as of February 4, 2013.

BY: **TERADICI CORPORATION** ("Teradici" or the "Assignor")

IN FAVOUR OF: **WF FUND IV LIMITED PARTNERSHIP**, carrying on business as **WELLINGTON FINANCIAL LP** and **WELLINGTON FINANCIAL FUND IV** (the "Secured Party")

RECITALS:

WHEREAS Teradici is, or may become, indebted or liable to the Secured Party pursuant to the Secured Debenture;

AND WHEREAS the Assignor has agreed to execute and deliver this Agreement and grant the Security Interest (as defined below) to and in favour of the Secured Party, as security for the due, prompt and complete payment, performance and satisfaction of all of the Secured Obligations (as defined below);

IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained and intending to be legally bound hereby, the Assignor covenants and agrees in favour of the Secured Party as follows:

1. DEFINITIONS

In this Agreement capitalized terms used herein and not defined herein shall have the meanings defined in the Secured Debenture and the following terms shall have the following meanings:

"Collateral" means all Intellectual Property of the Assignor, all Contracts and Licenses entered into or granted in connection with such Intellectual Property, all Records and all accounts, money and Proceeds derived from any of such Intellectual Property, Contracts and Licenses, and any item or part thereof.

"Contract" means any agreement, instrument, franchise, lease, contract, understanding, obligation, privilege or any other right in connection with the Intellectual Property or any part thereof.

"Event of Default" means an "Event of Default" as defined in the Secured Debenture.

"Grantor" means a Person from whom the Assignor received Intellectual Property by assignment or transfer.

"Intellectual Property" means the following properties and assets owned or held or in which the applicable Person otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship, all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state and provincial (including common law), federal and foreign trade-marks, service marks and trade names, and applications for registration of such trademarks, service marks and tradenames, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all technology created, developed or acquired by the Assignor, trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, proprietary or confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, techniques, research, studies, algorithms, formulae, databases, quality control procedures, product, service and technical specifications and data, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(v) all domain names, internet protocol addresses and uniform resource locators used in the business and all applications, registrations and rights therein and thereto;

(vi) the entire goodwill of or associated with the businesses now or hereafter conducted connected with and symbolized by any of the aforementioned properties and assets; and

(vii) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above;

"IP License" means any license agreement pursuant to which the Assignor is granted a right to use or to license Intellectual Property or the Assignor grants a right to use or to license Intellectual Property.

"License" means (i) any authorization, approval, consent, exemption, license, permit, franchise, concession or no action letter from any applicable governmental or regulatory body or authority having jurisdiction with respect to the Assignor or its property or business or (ii) any IP License.

"Litigation" means any grievance, investigation, litigation, legal action, lawsuit, mediation, alternative dispute resolution procedure or other proceeding (whether civil, administrative, quasi-criminal or criminal) by or before any applicable governmental or regulatory body or authority or court, arbitrator, mediator or other decision-making authority.

"Proceeds" means all proceeds and personal property in any form derived directly or indirectly from any dealing with any item or part of the Collateral or any Litigation in respect thereof, or that indemnifies or compensates for such property stolen, lost, destroyed or damaged and proceeds of Proceeds whether or not of the same type, class or kind as the original Proceeds, and any item or part thereof.

"Records" means all books, accounts, invoices, letters, papers, security certificates, documents and other records in any form evidencing or relating in any way to any item or part of the Collateral and all Contracts, Licenses and other rights and benefits in respect thereof, and any item or part thereof.

"Representative" means any Person authorized by the Secured Party to act on its behalf under this Agreement.

"Secured Agreements" means the Secured Debenture and all other Security Documents as contemplated and defined thereunder to which Teradici is a party Any reference herein to the "Secured Agreements" means and includes any one or more of them.

"Secured Debenture" means the Secured Debenture (Series A) in the principal amount of \$5,000,000, dated the date hereof and issued by Teradici to the Secured Party.

"Secured Obligations" means all obligations of the Assignor to the Secured Party under or in connection with the Secured Agreements, including but not limited to all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by the Assignor to the Secured Party or remaining unpaid by the Assignor to the Secured Party in any currency under or in connection with the Secured Agreements, and wherever incurred, and whether incurred by the Assignor alone or with another or others and whether as principal or surety, and all interest, fees, legal and other costs, charges and expenses relating thereto or under or in connection with this Agreement.

"Software" means all computer programs and databases owned by or licensed to the Assignor in whatever form and on whatever medium those programs or databases might

be expressed, fixed, embodied or stored from time to time, including the object code and source code versions thereof and all corrections, updates, enhancements, translations, modifications, derivations and new versions thereof together with both the media upon or in which such software and databases are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

"Subscription Agreement" means the Subscription Agreement dated the date hereof between the Secured Party and Teradici.

2. CERTAIN RULES OF INTERPRETATION, ETC.

- (a) This Agreement has been negotiated by each party with the benefit of legal representation and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.
- (b) In this Agreement:
 - (i) the division into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (ii) unless specified otherwise or the context otherwise requires:
 - (1) references to any Section or Schedule are references to the Section of, or Schedule to, this Agreement;
 - (2) "including" or "includes" means "including (or includes) but not limited to" and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
 - (3) references to contracts or instruments, unless otherwise specified, are deemed to include all present and future amendments, supplements, restatements or replacements to, or of such contracts or instruments;
 - (4) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended or re-enacted from time to time; and
 - (5) words in the singular include the plural and vice-versa and words in one gender include all genders.

3. GRANT OF SECURITY INTEREST

3.1 Security Interest and Secured Obligations

The Assignor hereby pledges, hypothecates, mortgages and charges to the Secured Party, and grants to the Secured Party a security interest (collectively, the "**Security Interests**") in, the Collateral as general and continuing collateral security for the payment and performance of its Secured Obligations.

3.2 Agreements and Licenses

3.2.1 If the Assignor cannot lawfully grant the Security Interests in any Contract or License comprised in the Collateral in which it now or hereafter has rights because the Contract or License prohibits or restricts such Security Interests, the Contract or License requires the consent of any Person which has not been obtained or the grant of such Security Interests in the Contract or License would contravene applicable law, that Contract or License shall not, to the extent it would be illegal or result in forfeiture of any material rights thereunder ("**Prescribed Contract or License**"), be subject to the Security Interests (save to the extent provided below) unless and until such consents, waivers and approvals as may be required to avoid such illegality or forfeiture have been obtained ("**Required Approvals**"). The Security Interests shall nonetheless immediately attach to any rights of the Assignor arising under, by reason of, or otherwise in respect of such Prescribed Contract or License, such as the right to receive payments thereunder and all Proceeds of the Prescribed Contract or License ("**Related Rights**"), if and to the extent and as at the time such attachment to the Related Rights is not illegal or would not result in forfeiture of any material rights thereunder.

3.2.2 To the extent permitted by applicable law, the Assignor will hold in trust for the Secured Party, and provide the Secured Party with the benefits of, each Prescribed Contract or License and will enforce all Related Rights at the direction of the Secured Party for the benefit of the Secured Party or such other Person (including any purchaser or licensee of Collateral from the Secured Party) as the Secured Party may designate.

3.2.3 The Assignor shall forthwith use commercially reasonable efforts to obtain, as soon as reasonably practicable, all such Required Approvals.

4. REPRESENTATIONS AND WARRANTIES

4.1 Intellectual Property Representations and Warranties

The Assignor represents and warrants to and in favour of the Secured Party that the representations and warranties of Teradici contained in Section 7(t) of the Subscription Agreement with respect to the Intellectual Property of the Assignor are true and correct as of the date of this Agreement.

4.2 Reliance and Survival

All representations and warranties of the Assignor made herein or in any certificate or other document delivered by or on behalf of the Assignor for the benefit of the Secured Party are

material, shall survive the execution and delivery of this Agreement and shall continue in full force and effect without time limit.

5. DEALING WITH COLLATERAL

5.1 Attributes of Intellectual Property – Section 4.1

The Assignor shall take such actions as shall be required to ensure that the representations and warranties contained in Section 4.1 are true, accurate and complete at all times in all material respects, including, at the written request of the Secured Party, providing updated versions of schedule 7 of the Subscription Agreement including all changes to the details regarding the Intellectual Property, licenses and Litigation listed thereon, including additional applications and registrations for Intellectual Property owned by the Assignor thereafter and all licenses and Litigation related to said Intellectual Property.

6. ACTIONS FOLLOWING AN EVENT OF DEFAULT, ETC.

Without limiting any other rights of the Secured Party under this Agreement or otherwise, upon the occurrence of an Event of Default:

- (a) the Security Interests shall become enforceable and, to the extent permitted by law, the Security Interests shall be absolute, without the need for any action or notice on the part of the Secured Party;
- (b) the Secured Party may in its own name or in the name of the Assignor sue for and enforce performance of the obligations of each of any Person under or in respect of the Collateral, and may do any act or thing or take any proceeding reasonably considered necessary or advisable by the Secured Party in connection with the foregoing or to protect the security in the Collateral and preserve the value thereof and for such purposes the Assignor hereby appoints the Secured Party and each of its employees irrevocably with full power of substitution its true and lawful attorney in the name and stead of the Assignor to take and do and perform such acts and things as the Secured Party may deem necessary or appropriate including the employment of counsel in order to preserve the value of the Collateral and otherwise give effect to the terms, intent and purposes of this Agreement;
- (c) the Secured Party may, in addition to any other rights it may have, appoint by instrument in writing a receiver or receiver and manager in respect of the Collateral, may remove any such receiver or receivers and manager and appoint another or others in its or their stead from time to time (and a court need not appoint, ratify the appointment by the Secured Party of or otherwise supervise in any manner the actions of any such receiver or receiver and manager) or the Secured Party may institute proceedings in any court of competent jurisdiction for the appointment of a receiver or receiver and manager (each of the foregoing receivers and receivers and managers are referred to herein as a “Receiver”) and each Receiver:
 - (i) may be an officer or employee of the Secured Party;

- (ii) is hereby granted and shall have the same powers and rights and exclusions and limitations of liability as the Secured Party has under this Agreement and otherwise at law or in equity; and
 - (iii) in exercising any such powers, shall, to the extent permitted by law, act as and for all purposes shall be deemed to be the agent of the Assignor, and the Secured Party shall not be responsible for any act or default of such Receiver.
- (d) upon notice to the Assignor from the Secured Party of the appointment of a Receiver, all powers, functions, rights and privileges of the Assignor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Secured Party;
- (e) the Secured Party and each Receiver shall have, in addition to any other rights, remedies and powers it may have at law or in equity and to the extent permitted by applicable law, the following rights, remedies and powers:
 - (i) to realize, enforce, release to third parties or otherwise deal with the Collateral in such manner, upon such terms and conditions and at such time or times as may seem to it advisable, all of which without notice to the Assignor;
 - (ii) to charge on its own behalf and pay to others sums for costs and expenses including, without limitation, reasonable legal fees and expenses and Receiver's and accounting fees, incurred in or in connection with realizing, enforcing or otherwise dealing with the Collateral and in connection with the protection and enforcement of the rights of the Secured Party under this Agreement including, without limitation, in connection with obtaining advice with respect to any of the foregoing (in this Section "**realization costs**"); such realization costs being deemed to have been advanced to the Assignor, to constitute indebtedness of the Assignor to the Secured Party, to form part of the Secured Obligations, to bear interest at the rate per annum equal to the highest rate of interest applicable to any other Secured Obligations denominated in the currency of the relevant realization cost;
 - (iii) to, without being so required, (A) collect any sum in principal, revenue, dividend or interest becoming due on or in respect of the Collateral, and (B) without limiting the generality of any other provision of this Agreement, exercise any option or right attached to the Collateral;
 - (iv) to grant discharges, settle by compromise, renounce rights or grant extensions with respect to the Collateral; and
 - (v) to generally deal with the Collateral in its absolute discretion (without being relieved of the direct consequences of any gross negligence or wilful misconduct on the part of the Secured Party or any Receiver) without

consent or notice to the Assignor and to give such notices to the Assignor and others as it sees fit in its absolute discretion;

- (f) before realizing the Collateral or exercising any right under or in connection with the Collateral as provided herein the Secured Party shall not be required to exercise or exhaust its recourse against the Assignor and the Secured Party shall not be required to realize any other security;
- (g) none of the Secured Party, any Receiver and/or any of their respective officers, directors, employees, servants, attorneys or agents:
 - (i) shall be liable or accountable for any failure to realize, dispose of, enforce or collect any sum or exercise any option or right in connection with or otherwise deal with the Collateral nor shall any of them be bound to institute proceedings for any such purposes or for the purpose of preserving any rights of themselves or of the Assignor or any other Person in respect of the Collateral and shall not be liable or responsible for any loss, cost or damage whatsoever which may arise in respect of any such failure, save for the gross negligence or wilful misconduct of any such Person;
 - (ii) shall be liable by reason of any use of the Collateral or any part thereof, to account for anything except actual receipts, for any loss on realization (save resulting from any gross negligence or wilful misconduct) in the carrying on or occupation of the business or undertaking of the Assignor for purposes of realizing on the Collateral or for any loss, cost, damage or expense whatsoever which may arise in respect of any such actions or omissions, save resulting from any gross negligence or wilful misconduct on its part; and
 - (iii) shall be responsible for or incur any liability, costs, expenses or damages, under any circumstances, for the performance or non-performance by the Assignor, or any other Person, of any of the terms, provisions or obligations specified in the Collateral.

7. RIGHTS OF AGENT

Following an Event of Default, the Secured Party may grant extensions of time and other indulgences, take and give up security, accept compositions or compromises, grant releases and discharges and otherwise deal with the Assignor, other debtors of the Assignor, sureties and others and with the Collateral or other security as the Secured Party may see fit without prejudice to the liability of the Assignor, and the rights of the Secured Party, under this Agreement. The rights, powers and remedies of the Secured Party under this Agreement are cumulative and may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Secured Party however created. Nothing contained in this Agreement shall prevent, limit or restrict the Secured Party in any manner from exercising all or any of its rights and remedies otherwise permitted by Applicable Law, and otherwise in accordance with the Secured Debenture and the other Secured Agreements to which it is a party.

8. CONTINUING SECURITY, ETC.

This Agreement shall not be considered as satisfied or discharged by any intermediate payment of all or any part of the Secured Obligations but shall constitute and be a continuing security to the Secured Party therefor for a current or running account. The security constituted by this Agreement is in addition to and not in substitution for any other security held by the Secured Party and shall not operate as a merger of any simple contract debt or suspend the fulfilment of or affect the right, remedies and powers of the Secured Party in respect of the Secured Obligations, the Collateral or any other security held by the Secured Party.

9. NO WAIVER, ETC.

Any failure by, or delay in, the exercise by the Secured Party of any right, power or remedy in this Agreement shall not constitute a waiver thereof or prevent its exercise thereof. No single or partial exercise by the Secured Party of any right, power or remedy shall preclude any other or further exercise by the Secured Party thereof or of any other right, power or remedy for the enforcement of this Agreement or the payment in full of the Secured Obligations. No waiver of any provision of this Agreement shall in any event be effective unless it is in writing and signed by the Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver by the Secured Party of any breach by the Assignor hereunder shall extend to or be taken in any manner whatsoever to affect any subsequent breach by the Secured Party or the rights resulting therefrom.

10. NO MERGER, ETC.

Neither the taking of any judgment nor the exercising of any right, remedy or power shall operate to extinguish the liability of the Assignor to make payment of or satisfy the Secured Obligations. The acceptance of any payment or alternate security shall not constitute or create any novation and the taking of a judgment or judgments under any of the covenants contained in this Agreement shall not operate as a merger of such covenants.

11. APPLICATION OF PROCEEDS

All proceeds of the Collateral shall be dealt with by the Secured Party in accordance with the provisions of the Secured Debenture.

12. FAILURE TO PERFORM

Upon the Assignor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to, perform any or all of such duties, without waiving any rights to enforce this Agreement, and the Assignor shall pay to the Secured Party, forthwith upon written demand therefor, an amount equal to the costs, fees and expenses incurred by the Secured Party (in this Section, "costs") in so doing plus interest on the costs from the date each such cost is incurred until such cost is paid at the rate of interest per annum equal to the highest rate of interest applicable to any other Secured Obligations denominated in the currency of the relevant cost as at the date of such demand and shall be payable by the Assignor upon demand and shall constitute and be included in the Secured Obligations under this Agreement.

13. REALIZATION COSTS AND EXPENSES

All expenses and all amounts incurred by the Secured Party in connection with realizing the security constituted by this Agreement or exercising any of its rights hereunder (in this Section, "**realization costs**") shall be payable by the Assignor to the Secured Party forthwith upon written demand therefor, and until the realization costs are paid the realization costs shall bear interest from the date each such realization cost is incurred until such realization cost is paid at the rate of interest per annum equal to the highest rate of interest applicable to any other Secured Obligations denominated in the currency of the relevant realization cost as at the date of such demand and shall constitute and be included in Secured Obligations under this Agreement.

14. CREDIT DOCUMENT

This Agreement constitutes a Security Document subject to and for the purposes of the Secured Debenture.

15. ATTACHMENT

The Assignor agrees that value has been given and that the Security Interests created by this Agreement are intended to attach (a) with respect to Collateral which is in existence as of the date hereof, upon execution of this Agreement, and (b) with respect to Collateral which comes into existence after the date hereof, upon the Assignor acquiring any rights therein. The parties do not intend to postpone the attachment of any security interests created by this Agreement.

16. TRUE COPY

The Assignor acknowledges receiving a true copy of this Agreement.

17. FINANCING STATEMENTS

The Assignor waives, to the extent permitted by law, the right to receive a copy of any financing statement or financing change statement which may be registered by or on behalf of the Secured Party in connection with this Agreement or any verification statement issued with respect thereto.

18. NO FURTHER OBLIGATION

Nothing in this Agreement shall obligate the Secured Party to make any loan or accommodation to the Assignor or extend the time for payment or satisfaction of the Secured Obligations.

19. SET-OFF

The Secured Obligations shall be paid without regard to any rights of set-off or counterclaim which the Assignor may have against the Secured Party at any time.

20. FURTHER ASSURANCES

The Assignor hereby agrees that, upon request by the Secured Party, it shall execute, acknowledge and deliver all such financing statements, certificates, further assignments, documents and transfers, instruments, security documents, acknowledgements and assurances and do all such further acts and things as may be reasonably considered by the Secured Party to be necessary or desirable to give effect to the intent of this Agreement.

21. CONFLICT

In the event of any conflict between the terms of this Agreement and the terms of the Secured Debenture, the provisions of the Secured Debenture shall govern to the extent necessary to remove the conflict.

22. AMENDMENT

This Agreement may be supplemented, amended, restated or replaced only by a written agreement signed by each party.

23. GOVERNING LAW

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the Province of British Columbia (in this Section, the "Province") and the laws of Canada applicable in the Province. For the purposes of all legal proceedings this Agreement shall be deemed to have been performed in the Province and the courts of the Province shall have jurisdiction to entertain any action arising under this Agreement. Each party irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of the Province and all courts competent to hear appeals therefrom.

24. SUCCESSORS AND ASSIGNS

All rights of the Secured Party under this Agreement shall be assignable provided that such assignment is in accordance with the terms of the Secured Debenture in respect of an assignment thereof. This Agreement shall enure to the benefit of the parties and their respective successors and permitted assigns. The Assignor may assign this Agreement without the prior written consent of the Secured Party.

25. NOTICES

Any notice, demand or other communication required or permitted to be given or made under this Agreement must be in writing and made in accordance with the provisions of the Secured Debenture.

26. SEVERABILITY

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without effecting the validity or

enforceability of such provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

27. DEFICIENCY

If, following an Event of Default, the proceeds of the Collateral fail to satisfy the Secured Obligations, the Assignor shall be liable to pay any deficiency to the Secured Party on demand.

28. AMALGAMATION, ETC.

If the Assignor amalgamates or merges with any other Person, or all or substantially all of the property of the Assignor becomes the property of another Person, the Secured Obligations and the Security Interests created hereby shall continue and shall extend to the present and future undertaking, property and assets of the amalgamated, merged or other Person, as if the amalgamated, merged or other Person had executed this Agreement as the Assignor.

29. TIME OF ESSENCE

Time is of the essence of this Agreement.

30. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to all other parties by facsimile or electronic transmission and the signature transmitted by facsimile or electronic transmission shall be deemed to be its original signature for all purposes.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

TERADICI CORPORATION

By: 

Name: DANIEL CORDINGLEY

Title: PRESIDENT & DIRECTOR

[Signature Page to Intellectual Property Security Agreement – Teradici Corporation]