

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERIPHERAL DEVICES PRODUCTS & SYSTEMS, INC.		05/02/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Blvd.		
Internal Address:	Suite 150		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3604782	PATRIOT MEMORY	
CORRESPONDENCE DATA			
Fax Number:	2136305846		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-891-0700		
Email:	meason@buchalter.com		
Correspondent Name:	Michele A. Eason, Sr. Paralegal		
Address Line 1:	1000 Wilshire Blvd.		
Address Line 2:	Suite 1500, c/o Buchalter Nemer		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	B7285-0232		
NAME OF SUBMITTER:	Michele A. Eason, Sr. Paralegal		

900254424

TRADEMARK  
REEL: 005021 FRAME: 0292

CH \$40.00 3604782

Signature:	/Michele A. Eason/
Date:	05/06/2013
<b>Total Attachments: 7</b> source=IP Security Agreement - PDP#page1.tif source=IP Security Agreement - PDP#page2.tif source=IP Security Agreement - PDP#page3.tif source=IP Security Agreement - PDP#page4.tif source=IP Security Agreement - PDP#page5.tif source=IP Security Agreement - PDP#page6.tif source=IP Security Agreement - PDP#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 2, 2013, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and PERIPHERAL DEVICES & PRODUCTS SYSTEMS, INC., a California corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of May 2, 2013 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

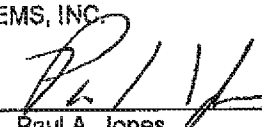
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the

Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

*[Signature page(s) to follow.]*

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

**GRANTOR:**  
PERIPHERAL DEVICES & PRODUCTS  
SYSTEMS, INC.

By:   
Name: Paul A. Jones  
Title: President

By:   
Name: Douglas S. Diggs  
Title: Chief Financial Officer

Address for Notices:  
Attn: Douglas S. Diggs  
47027 Benecia Street  
Fremont, CA 94538  
Fax: (510) 979-1471

**LENDER:**  
BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: Larry LaCroix  
Title: Senior Vice President

Address for Notices:  
Attn: Lee A. Shodiss  
Senior Vice President  
55 Almaden Blvd., Suite 150  
San Jose, CA 95113  
Tel: (408) 556-6502  
Fax: (408) 423-8514

INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005021 FRAME: 0296**





Trademark	Client-Matter No/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
BIRDIE MEMORY	22772-013/ Taiwan	Registered 09 Int.	095054935 01-Nov-2006	1274502 16-Aug-2007
F & Design	22772-039/ China (People's Republic)	Registered 09 Int.	9461001 13-May-2011	9461001 21-Jun-2012
P & Design	22772-038/ Taiwan	Registered 09 Int.	100024199 16-May-2011	1491117 16-Dec-2011
P & Design	22772-027/ United States of America	Unfiled		
PATRIOT MEMORY & Design	22772-007/ Canada	Registered 09 Int.	1318715 03-Oct-2006	TMA745226 12-Aug-2009
PATRIOT MEMORY & Design	22772-008/ European Community	Registered	005409032 10-Oct-2006	005409032 09-Jul-2009
PATRIOT MEMORY & Design	22772-026/ Russian Federation	Registered 09 Int.	2008720597 30-Jun-2008	390983 08-Oct-2009
PATRIOT MEMORY & Design	22772-004/ Taiwan	Registered 09 Int., 00 Int.	095050619 04-Oct-2006	1274472 16-Aug-2007
PATRIOT MEMORY & Design	22772-028/ Turkey	Registered 09 Int.	2010/23141 08-Apr-2010	2010/23141 11-May-2012
PATRIOT MEMORY & Design	22772-022/ United Arab Emirates	Registered	117744 10-Aug-2008	102817 03-May-2010
PATRIOT MEMORY & Design	22772-003/ United States of America	Registered	76544938 02-Sep-2003	3604782 14-Apr-2009
PATRIOT TECHNOLOGY in Chinese Characters	22772-033/ Taiwan	Registered	099044694 08-Sep-2010	1498936 16-Jan-2012
TM GENERAL FILE	22772-002/ United States of America	Unfiled		



Exhibit C

Patents

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>