

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP SECURITY AGREEMENT - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phoenix Technologies Ltd.		09/27/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2679288	EMBEDDED BIOS	
Registration Number:	3701911	FAILSAFE	
Registration Number:	2274348	FIRMBASE	
Registration Number:	2803287	FIRSTWARE	
Registration Number:	3025952	PHOENIX	
Registration Number:	2484133	PHOENIX TECHNOLOGIES	
Registration Number:	3964102	PHOENIX TECHNOLOGIES	
Registration Number:	3347463	STRONGFRAME	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-756-2336		
Email:	melissa.karp@srz.com		
Correspondent Name:	M. Karp c/o Schulte Roth & Zabel LLP		

Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 014951-1425

NAME OF SUBMITTER: Melissa Karp (014951-1425)

Signature: /kc for mk/

Date: 09/30/2013

Total Attachments: 7

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IP SECURITY AGREEMENT - TRADEMARKS

WHEREAS, Phoenix Technologies Ltd., a Delaware corporation (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated September 27, 2013 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge, convey, and grant to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

This IP Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

PHOENIX TECHNOLOGIES LTD.

By: 
Name: Brian A. Stein
Title: Chief Financial Officer

Trademark Security Agreement

TRADEMARK
REEL: 005120 FRAME: 0733


SCHEDULE A TO IP SECURITY AGREEMENT

TRADEMARKS

Company	Country	Title	Application No./ Registration No.	Issue Date
Phoenix Technologies Ltd.	Taiwan	AWARD	Application No. 081000306 Registration No. 00577938	12/01/1992
Phoenix Technologies Ltd.	Taiwan	CME	Application No. 092053968 Registration No. 1106115	06/16/2004
Phoenix Technologies Ltd.	Taiwan	CME	Application No. 092052970 Registration No. 1182480	11/16/2005
Phoenix Technologies Ltd.	China	CODEONE	Application No. 2001016076 Registration No. 1917738	
Phoenix Technologies Ltd.	United States	EMBEDDED BIOS	Application No. 75424462 Registration No. 2679288	01/28/2003
Phoenix Technologies Ltd.	Taiwan	FAILSAFE	Application No. 098007169 Registration No. 01383527	11/01/2009
Phoenix Technologies Ltd.	United States	FAILSAFE	Application No. 76692518 Registration No. 3701911	10/27/2009

Phoenix Technologies Ltd.	United States	FIRMBASE	Application No. 75524203 Registration No. 2274348	08/31/1999
Phoenix Technologies Ltd.	China	FIRSTVIEW	Application No. 3381740 Registration No. 3381740	
Phoenix Technologies Ltd.	China	FIRSTVIEW	Application No. 2001118821 Registration No. 1802404	
Phoenix Technologies Ltd.	China	FIRSTVIEW	Application No. 3381739 Registration No. 3381739	
Phoenix Technologies Ltd.	China	FIRSTVIEW	Application No. 2001118822 Registration No. 2001841	
Phoenix Technologies Ltd.	China	FIRSTVIEW CONNECT	Application No. 3381870 Registration No. 3381870	
Phoenix Technologies Ltd.	China	FIRSTVIEW CONNECT	Application No. 2001118819 Registration No. 1802400	
Phoenix Technologies Ltd.	China	FIRSTVIEW CONNECT	Application No. 3381738 Registration No. 3381738	

Phoenix Technologies Ltd.	China	FIRSTVIEW CONNECT	Application No. 2001118820 Registration No. 2001838	
Phoenix Technologies Ltd.	China	FIRSTWARE	Application No. 3357393 Registration No. 3357393	01/28/2008
Phoenix Technologies Ltd.	South Korea	FIRSTWARE	Application No. 40-2002-0051275 Registration No. 4005794240000	04/03/2004
Phoenix Technologies Ltd.	Taiwan	FIRSTWARE	Application No. 91045774 Registration No. 1057591	09/16/2003
Phoenix Technologies Ltd.	United States	FIRSTWARE	Application No. 76409695 Registration No. 2803287	01/06/2004
Phoenix Technologies Ltd.	India	HYPERSPACE	Application No. 1863888	Pending
Phoenix Technologies Ltd.	International Register	HYPERSPACE	Registration No. 1016221	09/17/2009
Phoenix Technologies Ltd.	China	PHOENIX	Application No. 4583402	Pending
Phoenix Technologies Ltd.	European Union	PHOENIX	Application No. 004374294 Registration No. 004374294	10/20/2009

Phoenix Technologies Ltd.	Taiwan	PHOENIX	Application No. 094014760 Registration No. 1194113	02/01/2006
Phoenix Technologies Ltd.	Taiwan	PHOENIX	Application No. 094025037 Registration No. 1201628	04/01/2006
Phoenix Technologies Ltd.	United States	PHOENIX	Application No. 76615388 Registration No. 3025952	12/13/2005
Phoenix Technologies Ltd.	United States	PHOENIX TECHNOLOGIES	Application No. 75475118 Registration No. 2484133	09/04/2001
Phoenix Technologies Ltd.	European Union	PHOENIX PHOENIX TECHNOLOGIES  <small>Phoenix Technologies</small>	Application No. 908764 Registration No. 908764	12/15/1999
Phoenix Technologies Ltd.	United States	PHOENIX TECHNOLOGIES AND DESIGN 	Application No. 77825944 Registration No. 3964102	5/24/2011
Phoenix Technologies Ltd.	Japan	PHOENIX TECHNOLOGIES	Application No. H10-050620 Registration No. 4354111	1/21/2000
Phoenix Technologies Ltd.	South Korea	PHOENIX TECHNOLOGIES	Application No. 4020027481 Registration No. 4005651260000	11/11/2003

Phoenix Technologies Ltd.	Taiwan	PHOENIX TECHNOLOGIES	Application No. 87029380 Registration No. 894060	06/16/2000
Phoenix Technologies Ltd.	Taiwan	PHOENIX TECHNOLOGIES	Application No. 094025037 Registration No. 01201628	04/01/2006
Phoenix Technologies Ltd.	United States	STRONGFRAME	Application No. 77132759 Registration No. 3347463	12/04/2007