

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PLANAR SYSTEMS, INC.		11/21/2013	CORPORATION: OREGON
CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.		11/21/2013	CORPORATION: OREGON
PLANAR CHINA LLC		11/21/2013	LIMITED LIABILITY COMPANY: OREGON
PLANAR TAIWAN LLC		11/21/2013	LIMITED LIABILITY COMPANY: OREGON

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	380 Interlocken Crescent, Suite 600
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80021
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3418068	CINEWIDE
Serial Number:	86024671	CLARITY
Registration Number:	2141891	CLARITY VISUAL SYSTEMS
Registration Number:	3195406	
Registration Number:	1351460	PLANAR
Registration Number:	2991697	PLANAR
Registration Number:	2908059	PLASMAWALL
Registration Number:	2035876	PROJECTAVISION
Registration Number:	2917053	REFLECTION
Registration Number:	2927390	RUNCO

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Registration Number:	2142731	RUNCO
Registration Number:	2711009	RUNCO THE WORLD'S FINEST HOME THEATER PR
Registration Number:	3058706	STEREOMIRROR
Registration Number:	3103785	VIDEO XTREME
Registration Number:	3273471	VIDIKRON
Registration Number:	3011455	VIRTUALWIDE
Registration Number:	2960009	VIVIX
Registration Number:	3514952	VIVIX II
Registration Number:	2358812	WIDEVISION

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1025 Vermont Avenue NW, Suite 1130
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147463
NAME OF SUBMITTER:	Laura A. Kenerson
Signature:	/Laura A. Kenerson/
Date:	12/03/2013

Total Attachments: 12
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of November 21, 2013 by and among (i) **SILICON VALLEY BANK** ("**Bank**") and (ii) **PLANAR SYSTEMS, INC.**, an Oregon corporation ("**Planar**"), **CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.**, an Oregon corporation ("**Clarity**"), **PLANAR CHINA LLC**, an Oregon limited liability company ("**Planar China**") and **PLANAR TAIWAN LLC**, an Oregon limited liability company ("**Planar Taiwan**" and together with Planar, Clarity and Planar China, individually and collectively, jointly and severally, the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, 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.

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:

1. 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**");

2. 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;

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

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 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.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this 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:

c/o Planar Systems, Inc.
1195 NW Compton Way
Beaverton, Oregon 97006
Attention: Ryan Gray
Fax: (503) 748-8950
E-mail: ryan.gray@planar.com

CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.

By: *[Signature]*
Name: GERALD PERKEL
Title: President

PLANAR TAIWAN LLC

By: *[Signature]*
Name: GERALD PERKEL
Title: Manager & President

PLANAR SYSTEMS, INC.

By: *[Signature]*
Name: GERALD PERKEL
Title: President & CEO

PLANAR CHINA LLC

By: *[Signature]*
Name: GERALD PERKEL
Title: Manager & President

BANK:

SILICON VALLEY BANK

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Danny Harrison
Fax: (410) 469-4934
Email: dharrison@svb.com

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this 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:

c/o Planar Systems, Inc.
1195 NW Compton Way
Beaverton, Oregon 97006
Attention: Ryan Gray
Fax: (503) 748-8950
E-mail: ryan.gray@planar.com

PLANAR SYSTEMS, INC.

By: _____
Name: _____
Title: _____

CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.

PLANAR CHINA LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PLANAR TAIWAN LLC

By: _____
Name: _____
Title: _____

BANK:

SILICON VALLEY BANK

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Danny Harrison
Fax: (410) 469-4934
Email: dharrison@svb.com

By: Daniel Harrison
Name: Daniel Harrison
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
None.			

EXHIBIT B
Patent

Title	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	BE	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	DE	60337001.2	05/04/2011	PLANAR SYSTEMS OY
MODULAR COMPUTER WORKSTATION	ECD	000059605-0001	07/22/2003	PLANAR SYSTEMS, INC.
MODULAR COMPUTER WORKSTATION	ECD	000059605-0002	07/22/2003	PLANAR SYSTEMS, INC.
COLOR AND LUMINANCE CONTROL SYSTEM FOR LIQUID CRYSTAL PROJECTION DISPLAYS	EP	0937360	03/23/2005	CLARITY VISUAL SYSTEMS, INC.
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	EP	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	FI	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	FR	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	GB	1501300	05/04/2011	PLANAR SYSTEMS OY
CINEWIDE WITH AUTOSCOPE	US	7654678	02/02/2010	PLANAR SYSTEMS, INC.

EXHIBIT B
Patent

Title	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
COLOR AND LUMINANCE CONTROL SYSTEM FOR LIQUID CRYSTAL PROJECTION DISPLAYS	US	6043797	03/28/2000	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
DISPLAY PANEL WITH BACKLIGHTING STRUCTURE AND SELECTIVELY TRANSMISSIVE WINDOW THERE THROUGH	US	7307675	12/11/2007	PLANAR SYSTEMS, INC.
FIBER OPTIC HOMOGENIZER FOR USE IN PROJECTION DISPLAYS	US	5838865	11/17/1998	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
FLAME SIMULATING ASSEMBLY WITH ELECTRONIC DISPLAY AND BACKLIGHT	US	8230626	07/31/2012	PLANAR SYSTEMS, INC.
INTERLOCKING MOUNTING PACKAGE HAVING SEPARATABLE CHASSIS FOR USE IN MULTISCREEN PROJECTION DISPLAYS	US	6594078	07/15/2003	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
LENS SHIFTING APPARATUS	US	6755540	06/29/2004	PLANAR SYSTEMS, INC.
MODULAR COMPUTER WORKSTATION	US	D507266	07/12/2005	PLANAR SYSTEMS, INC.

EXHIBIT B
Patent

Title	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
REFLECTION RESISTANT TOUCH SCREENS	US	7372510	05/13/2008	PLANAR SYSTEMS, INC.
SCREEN HOLDING MECHANISM	US	6519085	02/11/2003	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
STAIRSTEP INTERLOCK MOUNTING PACKAGE FOR MULTISCREEN PROJECTION DISPLAYS	US	6028701	02/22/2000	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
TILABLE REAR PROJECTION DISPLAY	US	D536380	02/06/2007	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
TRANSPARENT ELECTRONIC IMAGE DISPLAY APPARATUS FOR REFRIGERATED MERCHANDISERS AND THE LIKE	US	13/785870	03/05/2013	PLANAR SYSTEMS, INC.
ULTRA-THIN PROJECTION SYSTEM FOR USE IN PROFESSIONAL AND SIGNAGE APPLICATIONS	US	D533598	12/12/2006	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
VIDEO WALL	US	7262746	08/28/2007	PLANAR S.A.S.
TRANSPARENT ELECTRONIC IMAGE DISPLAY APPARATUS FOR REFRIGERATED MERCHANDISERS AND THE LIKE	WO	PCT/US2013/029184	03/05/2013	PLANAR SYSTEMS, INC.

EXHIBIT C
Trademarks

Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
DS15	CA	TMA658891	02/14/2006	PLANAR SYSTEMS, INC.
PLANAR	CA	666,596	06/27/2006	PLANAR SYSTEMS, INC.
PLANAR	CN	4350986	12/28/2010	PLANAR SYSTEMS, INC.
CLARITY VISUAL SYSTEMS	EM	494724	04/20/2000	CLARITY VISUAL SYSTEMS, INC.
DS15	EM	3927548	09/21/2005	PLANAR SYSTEMS, INC.
DS15 INTEGRATED MARKETING SOLUTION	EM	3928108	09/21/2005	PLANAR SYSTEMS, INC.
PLANAR	EM	3825858	11/10/2005	PLANAR SYSTEMS, INC.
COM.BASE (STYLIZED)	FR	013076843	06/22/2001	SYNELEC TELECOM MULTIMEDIA
INDISYS	FR	03322244	11/20/2003	SYNELEC TELECOM MULTIMEDIA
MULTI MOUSE AND DESIGN	FR	013085503	11/09/2001	SYNELEC TELECOM MULTIMEDIA
SYNELEC TELECOM MULTIMEDIA AND DESIGN	FR	013078107	08/03/2001	SYNELEC TELECOM MULTIMEDIA
PLANAR	JP	5062166	07/13/2007	PLANAR SYSTEMS, INC.
PLANAR	KR	641985	12/06/2005	PLANAR INTERNATIONAL OY

EXHIBIT C
Trademarks



Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
PLANAR	MY	04018294	11/24/2004	PLANAR SYSTEMS, INC.
PLANAR	TW	1175287	10/01/2005	PLANAR SYSTEMS, INC.
CINEWIDE	US	3,418,068	04/29/2008	PLANAR SYSTEMS, INC.
CLARITY	US	86/024,671	07/31/2013	PLANAR SYSTEMS, INC.
CLARITY VISUAL SYSTEMS	US	2,141,891	03/10/1998	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
MISC. DESIGN (PROJECTOR TRADE DRESS) 	US	3,195,406	01/09/2007	PLANAR SYSTEMS, INC.
PLANAR	US	1,351,460	07/30/1985	PLANAR SYSTEMS, INC.
PLANAR	US	2,991,697	09/06/2005	PLANAR SYSTEMS, INC.
PLASMAWALL (STYLIZED)	US	2,908,059	12/07/2004	PLANAR SYSTEMS, INC.
PROJECTAVISION	US	2,035,876	02/04/1997	PLANAR SYSTEMS, INC.
REFLECTION (STYLIZED) 	US	2,917,053	01/11/2005	PLANAR SYSTEMS, INC.
RUNCO	US	2,927,390	02/22/2005	PLANAR SYSTEMS, INC.

EXHIBIT C
Trademarks



Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
RUNCO AND DESIGN 	US	2,142,731	03/10/1998	PLANAR SYSTEMS, INC.
RUNCO THE WORLD'S FINEST HOME THEATER PRODUCTS AND DESIGN 	US	2,711,009	04/29/2003	PLANAR SYSTEMS, INC.
STEREOMIRROR	US	3,058,706	02/14/2006	PLANAR SYSTEMS, INC.
VIDEO XTREME	US	3,103,785	06/13/2006	PLANAR SYSTEMS, INC.
VIDIKRON	US	3,273,471	08/07/2007	PLANAR SYSTEMS, INC.
VIRTUALWIDE	US	3,011,455	11/01/2005	PLANAR SYSTEMS, INC.
VIVIX	US	2,960,009	06/07/2005	PLANAR SYSTEMS, INC.
VIVIX II	US	3,514,952	10/14/2008	PLANAR SYSTEMS, INC.
WIDEVISION	US	2,358,812	06/13/2000	PLANAR SYSTEMS, INC.

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
None			

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