

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Displaydata, Inc.		03/31/2016	Corporation:
RECEIVING PARTY DATA			
Name:	CLYDESDALE BANK PLC		
Street Address:	30 ST. VINCENT PLACE		
City:	GLASGOW		
State/Country:	SCOTLAND		
Postal Code:	G1 2HL		
Entity Type:	Corporation: SCOTLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86096636	DISPLAYDATA	
Registration Number:	4556452	ZBD	
Registration Number:	4175802	EPOP	
Registration Number:	3678157	BOUNCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	cvonsimson@barclaydamon.com		
Correspondent Name:	Charles von Simson		
Address Line 1:	200 Delaware Avenue		
Address Line 2:	Suite 1200		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	421944.3078384		
NAME OF SUBMITTER:	Charles von Simson		
SIGNATURE:	/cvs/		
DATE SIGNED:	04/08/2016		
Total Attachments: 15			
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SECURITY AGREEMENT

This Security Agreement entered into this 31 day of March, 2016 by and between **DISPLAYDATA INC.** ("Guarantor") having an office at c/o Katz Abosch, Deereco Road, Suite 500, Timonium, MD 20193 and **CLYDESDALE BANK PLC**, having an office at 30 St. Vincent Place, Glasgow, United Kingdom G1 2HL ("Secured Party").

WHEREAS, Displaydata Limited entered into a certain Term Loan Facility Agreement, Debenture, Software Escrow Agreement, Confidential Invoice, Discounting Agreement, Pledge and Irrevocable Proxy, Security Agreement, Group Guarantee and additional agreements related to the foregoing (the "Loan Documents") each dated on or about March 31, 2016 whereby Secured Party agreed to loan Displaydata Limited such amounts as are set forth in the Loan Documents as such Loan Documents may be amended from time to time; and

WHEREAS, in order to induce Secured Party to make the loan to Displaydata Limited, ("Debtor"), at Debtor's request, Guarantor, a wholly owned subsidiary of Debtor has executed a certain Group Guarantee (the "Guarantee") whereby Guarantor unconditionally guaranteed the obligation of Debtor owed to Secured Party; and

WHEREAS, the Guarantor, as a subsidiary of the Debtor, is deriving substantial benefits from the Debtor's being party to or obtaining loans under the Loan Documents;

WHEREAS, in order to secure the Guarantor's obligation pursuant to the Guarantee, Guarantor, at Debtor's request, has agreed to grant a security interest in all of its assets.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Security Interest. The undersigned, DISPLAYDATA INC., hereby grants to CLYDESDALE BANK PLC, a security interest ("Security Interest") in all property of the following types, wherever located and whether now owned or hereafter owned or acquired, in all Proceeds and Products thereof in any form, in all parts, accessories, attachments, special tools, additions and accessions thereto, in all increases or profits received therefrom, and in all substitutions therefore, and including, WITHOUT LIMITATION, all property described on any schedule of collateral now or hereafter mutually annexed hereto ("Collateral"): Equipment, Fixtures, Inventory, Accounts, Chattel Paper, Documents, Instruments, Investment Property, General Intangibles, Deposit Accounts and Letter-of-credit rights as further described on Schedule I.

2. Indebtedness Secured. The Security Interest granted by the Guarantor secures payment of any and all indebtedness or other obligations owed by the Guarantor or the Debtor to the Secured Party, whether any such indebtedness is now existing or hereafter incurred, of every kind and character, direct or indirect, and whether any such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred, including, without limitation, any sums advanced by the Secured Party for taxes, assessments, insurance and other charges and expenses, as hereinafter provided ("Indebtedness").

3. Representations and Warranties of Guarantor. The Guarantor represents and warrants, and so long as any Indebtedness remains unpaid shall be deemed continuously to represent and warrant, that:

(a) the Guarantor is the owner of the Collateral free of all security interests or other encumbrances except for (i) security interests created or purported to be created in favor of the Secured Party, including the Security Interest, (ii) liens for taxes not yet due or which are being contested in good faith by appropriate proceedings provided that Secured Party may require additional or alternate Collateral if Secured Party reasonably believes its current Collateral is inadequate or impaired by reason of the non-payment of taxes during any such contest; (iii) non-consensual liens arising by operation of law, arising in the ordinary course of business, and for amounts which are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings provided that Secured Party may require additional or alternate Collateral if Secured Party reasonably believes its current Collateral is inadequate or impaired by reason of such non-payment during any such contest; and (iv) as set forth on Schedule 2 attached hereto;

(b) the Guarantor is authorized to enter into this Security Agreement;

(c) the Guarantor is a corporation incorporated and existing under the laws of Delaware and Guarantor's exact legal name is as set forth in the first paragraph of this Security Agreement;

(d) the Guarantor is engaged in business operations; the Guarantor's business addresses and chief executive office are specified on Schedule 3 hereto; and the Guarantor's records concerning the Collateral are kept at one of the addresses specified on Schedule 3;

(e) each Account, General Intangible and Chattel Paper, if any, constituting Collateral is genuine and enforceable in accordance with its terms against the party obligated to pay it ("Account Debtor");

(f) each Instrument and each Document constituting Collateral is genuine and in all respects what it purports to be; and

(g) any Collateral which is a fixture will be affixed to real property at the Guarantor's address or as shown on Schedule 3 hereto.

4. Covenants of Guarantor. So long as any Indebtedness remains unpaid, the Guarantor:

(a) will defend the Collateral against the claims and demands of all other parties including, without limitation, defenses, set-offs, claims and counterclaims asserted by any Account Debtor against the Guarantor and/or the Secured Party, except, as to Inventory, purchasers and lessees in the ordinary course of the Guarantor's business; will keep the Collateral free from all security interests or other encumbrances, except for (i) security interests created or purported to be created in favor of the Secured Party, including the Security Interest, (ii) liens for taxes not yet due or which are being contested in good faith by appropriate proceedings, (iii) non-consensual liens arising by operation of law, arising in the ordinary course

of business, and for amounts which are not overdue for a period of more than 30 days or that are being contested in good faith by appropriate proceedings, and (iv) as set forth on Schedule 2 hereto; and further excepting such junior security interests given with Secured Party's prior written consent and will not sell, transfer, lease, license, assign, deliver or otherwise dispose of any Collateral or any interest therein without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed, except, prior to the occurrence of an event of default as defined in Paragraph 10 hereof ("Event of Default"), the Guarantor may sell or lease Inventory and license General Intangibles in the ordinary course of the Guarantor's business;

(b) will keep, in accordance with generally accepted accounting principles consistently applied, accurate and complete records concerning the Collateral; at the Secured Party's request, will mark any and all such records to indicate the Security Interest; and will permit the Secured Party or its agents, upon reasonable prior notice, to inspect the Collateral and to audit and make extracts from such records or any of the Guarantor's books, ledgers, reports, correspondence or other records;

(c) following an Event of Default and subject to the rights of secured parties set forth on Schedule 2 annexed hereto, Guarantor will deliver to the Secured Party upon demand any Documents and any Chattel Paper constituting, representing or relating to the Collateral or any part thereof, any schedules, invoices, shipping documents, delivery receipts, purchase orders, contracts or other documents representing or relating to the Collateral or any part thereof;

(d) will notify the Secured Party promptly in writing of any change in the Guarantor's business addresses or chief executive office and of any change in the address at which records concerning the Collateral are kept; preserve its existence as a corporation formed under the laws of the State of Delaware and will not merge into or consolidate with any other entity or sell all or substantially all of its assets, will not change the state of its formation and will not change its name without providing Secured Party with thirty (30) days prior written notice.

(e) will not, without the Secured Party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, make or agree to make, other than in the ordinary course of business, any alteration, modification or cancellation of, or substitution for, or credits, adjustments or allowances on Accounts, General Intangibles or Chattel Paper;

(f) will keep the Collateral in good condition and repair (but subject to ordinary wear and tear); and will not use the Collateral in violation of any provision of this Security Agreement, of any applicable statute, regulation or ordinance or of any policy insuring the Collateral;

(g) will pay all taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral except to the extent being contested diligently and in good faith so long as such taxes, assessments and other charges remain subordinate to Secured Party's security interest or other protection or security is offered to Secured Party, which is satisfactory to Secured Party in Secured Party's reasonable discretion; will insure the Collateral against risks, and in coverage, form and amount reasonably satisfactory to the Secured Party to the extent commercially practicable, and, at the Secured Party's request, will cause

Secured Party to be named as an additional insured as its interest may appear, and deliver each policy or certificate of insurance therefore to the Secured Party;

(h) will prevent the Collateral or any part thereof from being or becoming an accession to other goods not covered by this Security Agreement;

(i) will prevent any Collateral which is not a fixture from being or becoming a fixture;

(j) in connection herewith, will execute and deliver to the Secured Party such financing statements, assignments and other documents, do such other things relating to the Security Interest as the Secured Party may reasonably request to protect its interest therein, pay all costs of title searches and filing financing statements, assignments and other documents in all public offices reasonably requested by the Secured Party; but will not, without the prior written consent of the Secured Party, which consent shall not be unreasonably withheld, conditioned or delayed, file or authorize or permit to be filed in any public office any financing statement naming the Guarantor as debtor and not naming the Secured Party as secured party except as shown on Schedule 2 attached hereto; and

(k) will have possession of the Collateral (except for Inventory sold in the ordinary course of business) except where expressly otherwise provided in this Security Agreement. Where Collateral is in the possession of a third party, except for prior lien holders identified on Schedule 2 annexed hereto, Guarantor will join with Secured Party in notifying the third party of Secured Party's security interest and attempting to obtain an acknowledgement from the third party that it is holding the Collateral for the benefit of Secured Party;

(l) will reasonably cooperate with Secured Party in obtaining control with respect to Collateral consisting of (i) Deposit Accounts, (ii) Investment Property, (iii) Letter-of-credit rights and (iv) Electronic chattel paper; and

(m) will, if required by Secured Party, inscribe all Tangible chattel paper with a legend acceptable to Secured Party indicating that Secured Party has a security interest in the Chattel Paper.

5. Verification of Collateral. The Secured Party shall have the right to verify all or any Collateral in any reasonable manner and through any reasonable medium, and the Guarantor agrees to furnish all reasonable assistance and information and perform any reasonable acts which the Secured Party may reasonably require in connection therewith.

6. Notification and Payments. Upon the occurrence and during the continuation of any Event of Default, until this Security Agreement terminates, the Secured Party may notify all or any Account Debtors of the Security Interest and, may, also direct such Account Debtors to make all payments on Collateral to the Secured Party. All payments on and from Collateral received by the Secured Party directly or from the Guarantor shall, subject to the rights of prior lien holders identified on Schedule 2 annexed hereto be applied to the Indebtedness in such order and manner and at such time as the Secured Party shall, in its sole discretion, determine, provided that the Secured Party shall account for and pay over to the Guarantor any such income or interest remaining after this Security Agreement terminates. The Secured Party may notify

the Guarantor in writing, before or after notification to Account Debtors and without waiving in any manner the Security Interest, that any payments on and from the Collateral received by the Guarantor: (i) shall be held by the Guarantor in trust for the Secured Party in the same medium in which received; (ii) shall not be commingled with any assets of the Guarantor; and (iii) shall be turned over to the Secured Party not later than the next business day following the day of their receipt.

7. Registered Holder of Collateral. If any Collateral consists of Instruments which are investment securities, the Guarantor authorizes the Secured Party to transfer the same or any part thereof into its own name or that of its nominee so that the Secured Party or its nominee may appear of record as the sole owner thereof; provided, so long as no Event of Default has occurred and is continuing, until this Security Agreement terminates, the Secured Party shall deliver promptly to the Guarantor all notices, statements or other communications received by it or its nominee as such registered owner, and upon demand and receipt of payment of necessary expenses thereof, shall issue to the Guarantor or its designee a proxy or proxies to vote and take all action with respect to such Instruments. After the occurrence and during the continuation of any Event of Default, the Guarantor waives all rights to be advised of or to receive any notices, statements or communications received by the Secured Party or its nominee as such record owner and agrees that no proxy or proxies issued by the Secured Party to the Guarantor or its designee as aforesaid shall thereafter be effective.

8. Income From and Interest on Collateral.

(a) Until the occurrence of an Event of Default, the Guarantor reserves the right to receive all income from or interest on the Collateral, and if the Secured Party receives any such income or interest prior to such Event of Default, the Secured Party shall pay the same promptly to the Guarantor.

(b) Upon the occurrence and during the continuation of an Event of Default, until this Security Agreement terminates, the Guarantor will not demand or receive any income from or interest on the Collateral, and if the Guarantor receives any such income or interest without any demand on it, the Guarantor will pay the same promptly to the Secured Party, subject to the rights of any senior creditor, if any. The Secured Party may apply the net cash receipts from such income or interest to payment of the Indebtedness, provided that the Secured Party shall account for and pay over to the Guarantor any such income or interest remaining after payment in full of the Indebtedness.

9. [Reserved]

10. Events of Default.

(a) Any of the following events or conditions shall constitute an "Event of Default" hereunder:

(i) nonpayment when due or within any applicable grace period, whether by acceleration or otherwise, of principal of or interest on any Indebtedness, or default by the Guarantor or the Debtor in the performance of any other obligation, term or condition of

this Security Agreement, the Guarantee or any Loan Document or any other agreement between the Guarantor or the Debtor and the Secured Party;

(ii) nonpayment when due of any tax imposed on the Guarantor or on any assets of the Guarantor unless its validity is being contested in good faith and by appropriate proceedings diligently conducted;

(iii) the filing by or against the Guarantor or Debtor of a petition for liquidation, reorganization, adjustment of debts, arrangement, adjudication as a bankrupt or other relief under the bankruptcy, insolvency or similar laws of the United States or any state or territory thereof or any foreign jurisdiction, or the institution by or against the Guarantor or the Debtor of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against or winding up of affairs of the Guarantor or the Debtor; and with respect to any such filing or institution against the Guarantor or the Debtor, the failure to stay or dismiss same within forty five (45) days thereafter;

(iv) the appointment of or authorization for a trustee or receiver of the Guarantor or the Debtor, or for a trustee, receiver or agent to take charge of any property of the Guarantor or the Debtor; the entry of judgment against the Guarantor or the Debtor which is not satisfied or bonded within ten (10) days of entry or any judgment not covered by Guarantor's or Debtor's insurance in excess of \$10,000; or the making or sending notice of any intended bulk sale of the Guarantor's or Debtor's assets and failure to stay or dismiss any such appointment, authorization or judgment within sixty (60) days thereafter;

(v) the failure of the Guarantor or the Debtor to generally pay the Guarantor's or the Debtor's material debts as such debts become due;

(vi) the transfer of title to or possession of any Collateral by operation of law or otherwise than in the ordinary course of the Guarantor's business; the cessation by the Guarantor as a going business concern; any merger or consolidation by the Guarantor with or into any other firm or corporation or the entry by the Guarantor into any joint venture or partnership with any other individual, firm or corporation or any sale or transfer of the stock of the Guarantor or of any beneficial interest in the Guarantor except in accordance with Section 4(d).

(vii) if any certificate, statement, representation, warranty or audit heretofore or hereafter furnished by or on behalf of the Guarantor pursuant to or in connection with this Security Agreement, or otherwise (including, without limitation, representations and warranties contained herein), or as an inducement to the Secured Party to extend any credit to or to enter into this or any other agreement with the Guarantor proves to have been false in any material respects at the time as of which the facts therein set forth were stated or certified, or to have omitted any substantial contingent or unliquidated liability or claim against the Guarantor; or if upon the date of execution of this Security Agreement there shall have been any materially adverse change in any of the facts disclosed by any such certificate, representation, statement, warranty or audit, which change shall not have been disclosed to the Secured Party at or prior to the time of such execution.

(viii) the occurrence of an Event of Default by Debtor as such term is defined in a certain Term Loan Facility letter or other Loan Documents between Secured Party and Debtor dated on or about March 31, 2016, as such term loan facility letter or other Loan Documents may be amended, novated, supplemented, extended, restated or otherwise replaced.

(b) Upon the happening of any Event of Default, the Secured Party's rights and remedies with respect to the Collateral shall be those of a Secured Party under the Uniform Commercial Code as adopted in the State of New York (the "Uniform Commercial Code") and under any other applicable law, as the same may from time to time be in effect, in addition to those rights granted herein and in any other agreement now or hereafter in effect between the Guarantor and the Secured Party. The Secured Party may require the Guarantor to assemble the Collateral and make it available to the Secured Party at a place or places designated by the Secured Party.

(c) Without in any way requiring notice to be given in the following manner, the Guarantor agrees that any notice by the Secured Party of sale, disposition or other intended action hereunder or in connection therewith, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Guarantor if such notice is mailed by regular mail, postage prepaid, at least ten (10) days prior to such action to the address opposite the Guarantor's signature or to any other address which the Guarantor has specified in writing to the Secured Party as the address to which notices hereunder shall be given to the Guarantor.

(d) The Guarantor agrees to pay on demand all costs and expenses incurred by the Secured Party in enforcing this Security Agreement, in realizing upon or protecting any Collateral and in enforcing and collecting any Indebtedness or any guaranty thereof: including, without limitation, if the Secured Party retains counsel for advice, suit, insolvency proceedings or any of the above purposes, the actual attorneys' fees incurred by the Secured Party.

11. Miscellaneous.

(a) The Guarantor hereby authorizes the Secured Party, at the Guarantor's expense, to file such financing statement or statements relating to the Collateral including, but not limited to, initial financing statements, any amendments thereto, continuations thereof: and initial financing statements in lieu of continuation statements, without the Guarantor's signature thereon (or any further authorization by Guarantor) as reasonably appropriate in such jurisdictions as reasonably appropriate and appoints the Secured Party as the Guarantor's attorney-in-fact (without requiring the Secured Party) to execute any such financing statement or statements in the Guarantor's name and to perform all other acts which the Secured Party deems appropriate to perfect and continue the Security Interest and to protect and preserve the Collateral, subject to Section 11(l).

(b) After the occurrence of an Event of Default, the Secured Party may demand, collect and sue on any of the Accounts, Chattel Paper, Instruments and General Intangibles (in either the Guarantor's or the Secured Party's name at the latter's option) with the right to enforce, compromise, settle or discharge such Collateral, and may endorse the Guarantor's name on any and all checks, commercial paper, and any other Instruments pertaining to or constituting such Collateral.

(c) As further security for payment of the Indebtedness, (i) the Guarantor hereby grants to the Secured Party a Security Interest in and lien on any and all property of the Guarantor which is or may hereafter be in the possession or control of the Secured Party in any capacity or of any third party acting on its behalf, including, without limitation, all moneys owed or to be owed by the Secured Party to the Guarantor; and with respect to all of such property, the Secured Party shall have the same rights hereunder as it has with respect to the Collateral; and (ii) without limiting any other right of the Secured Party, whenever the Secured Party has the right to declare any Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party at its sole election may set off against the Indebtedness any and all moneys then or thereafter owed to the Guarantor by the Secured Party in any capacity, whether or not due, and the Secured Party shall be deemed to have exercised such right to set off immediately at the time of such election even though no charge therefore is made or entered on the Secured Party's records subsequent thereto.

(d) Upon the Guarantor's failure to perform any of its duties hereunder, the Secured Party may, but shall not be obligated to, perform any or all such duties, and the Guarantor shall pay an amount equal to the expense thereof to the Secured Party forthwith upon written demand by the Secured Party.

(e) No course of dealing and no delay or omission by the Secured Party in exercising any right or remedy hereunder or with respect to any Indebtedness shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Secured Party may remedy any default by the Guarantor hereunder or with respect to any Indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Guarantor. All rights and remedies of the Secured Party hereunder are cumulative.

(f) The rights and benefits of the Secured Party hereunder shall, if the Secured Party so agrees, inure to any party acquiring any interest in the Indebtedness or any part thereof.

(g) The Secured Party and the Guarantor as used herein shall include the heirs, executors or administrators, or successors or assigns of those parties and shall bind all persons who become bound as a debtor to this Security Agreement.

(h) No modification, rescission, waiver, release or amendment of any provision of this Security Agreement shall be binding except by a written agreement subscribed by the Guarantor and by a duly authorized officer of the Secured Party.

(i) This Security Agreement shall be construed and interpreted in accordance with the laws of the State of New York (except to the extent the Uniform Commercial Code provides for the application of the law of another state). The Guarantor agrees that any action or proceeding arising out of or relating to this Security Agreement may be commenced in the State of New York, and the Guarantor agrees that a summons and complaint commencing an action or proceeding in such court shall be properly served and shall confer personal jurisdiction if served personally, by registered or certified mail, or as otherwise provided under the laws of the State of

New York. The Guarantor hereby agrees to waive any and all rights to change the venue of any action or proceeding brought to determine any claim or controversy involving this Security Agreement and also waives any right to assert any counterclaim or set-off or any defense based upon statute of limitations or claim of laches in any such action or proceeding.

(j) All terms, unless otherwise defined in this Security Agreement or in any financing statement, shall have the definitions now or hereafter given them in the Uniform Commercial Code adopted in State of New York, as it may be revised from time to time.

(k) Subject to Section 11(d), the Guarantor hereby irrevocably appoints the Secured Party the Guarantor's agent with full power, in the same manner, to the same extent and with the same effect as if the Guarantor were to do the same: after the occurrence and during the continuation of an Event of Default, to receive and collect all mail addressed to the Guarantor; to direct the place of delivery thereof to any location designated by the Secured Party; to open such mail; to remove all contents therefrom; to retain all contents thereof constituting or relating to the Collateral; and to perform all other acts which the Secured Party deems appropriate to protect and preserve the Collateral. The agency hereunder is unconditional and shall not terminate until all of the Indebtedness is paid in full.

(l) This Security Agreement is and is intended to be a continuing Security Agreement and shall remain in full force and effect until the Secured Party shall actually receive written notice of its discontinuance from Guarantor; and shall remain in full force and effect thereafter until all of the Indebtedness owed by Guarantor or Debtor to Secured Party contracted for or created before the receipt of such notice by the Secured Party, and any extensions or renewals thereof (whether made before or after receipt of such notice), together with interest accruing thereon after such notice, shall be paid in full. Secured Party will, at the request of the Guarantor, (a) duly assign, transfer and deliver to or at the direction of the Guarantor (without recourse and without any representation or warranty) such of the Collateral as may then remain in the possession of the Secured Party, together with any monies at the time held by the Secured Party hereunder, and (b) execute and deliver to the Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement. The obligations of the Guarantor under this Security Agreement shall not be altered, limited, impaired or otherwise affected by, and the Guarantor waives any defense under or based upon, any change, whether direct or indirect, in the Guarantor's relationship to the Debtor, including any such change by reason of merger or consolidation or any sale, transfer, issuance, spin-off, distribution or other disposition of any stock, equity interest or other security of the Guarantor or any other entity.

(m) THE GUARANTOR AND THE SECURED PARTY HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT TO DETERMINE ANY CLAIM OR CONTROVERSY INVOLVING THIS SECURITY AGREEMENT OR THE INDEBTEDNESS.

Dated: _____

SECURED PARTY:

CLYDESDALE BANK PLC

By: Sandra Hyle
Name: ms S J Hyle
Title: Director

GUARANTOR:

DISPLAYDATA INC.

By: _____
Name: Andrew Dark
Title: Chief Executive Officer and President

By: _____
Name: Jonathan Varney
Title: Chief Financial Officer and Treasurer

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Dated: _____

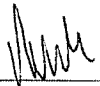
SECURED PARTY:

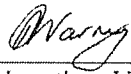
CLYDESDALE BANK PLC

By: _____
Name:
Title:

GUARANTOR:

DISPLAYDATA INC.

By:  _____
Name: Andrew Dark
Title: Chief Executive Officer & President

By:  _____
Name: Andrew Jonathan Varney
Title: Chief Financial Officer & Treasurer

11850178.2

SCHEDULE 1

SCHEDULE OF COLLATERAL

All personal property of Guarantor, wherever located and whether now owned or hereafter owned or acquired, in all Proceeds and Products thereof in any form, in all parts, accessories, attachments, special tools, additions and accessions thereto, in all increases or profits therefrom, and in all substitutions therefor, and including, without limitation, all Equipment, Fixtures, Inventory, Accounts, Chattel Paper, Documents, Instruments, Work-in-Process, Investment Property, General Intangibles, Deposit Accounts and Letter of credit rights.

The following patents and trademarks are included in the collateral described above:

Patents

- Broken ZBD (P7239), US patent number US8199295B2
- Multiscan (P7256), US patent number US8130186B2
- RF System (P330022), US patent number US8577728B2
- Addressing ZBD (P2818), US patent number US6784968B1

Trademarks

- "Displaydata", US word trade mark, application number 86096636
- "ZBD", US word trade mark, application number 4556452
- "EPOP" US word trade mark, application number 4175802
- "BOUNCE" US word trade mark, registered number 3678157

SCHEDULE 2

SCHEDULE OF PERMITTED LIENS

NONE

SCHEDULE 3

Business Address and Chief Executive Office

c/o Katz Abosch, Deereco Road, Suite 500, Timonium, MD 20193

Century Court, Millenium Way, Bracknell, Berkshire RG12, 2XT United Kingdom

