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
Palm, Inc.		10/24/2007	CORPORATION: DELAWARE
Palm Trademark Holding Company, LLC		10/24/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2482443	BLAZER
Registration Number:	2683962	HANDSPRING
Registration Number:	2532915	HANDSPRING
Registration Number:	2623373	T
Registration Number:	3117812	TUNGSTEN
Registration Number:	2815755	VERSAMAIL
Registration Number:	2653036	PALM
Registration Number:	3113585	PALM
Registration Number:	2588534	PALM
Registration Number:	2639660	PALM
Registration Number:	2613597	PALM COMPUTING
Registration Number:	2644888	PALM COMPUTING
Registration Number:	2710277	PALM COMPUTING

OP $965.00 2482443

Registration Number:	2637822	PALM III
Registration Number:	2265234	PALM OS
Registration Number:	2681093	PALM POWERED
Registration Number:	2740330	PALM READER
Registration Number:	2611088	PALM VII
Registration Number:	2348355	PALM.NET
Registration Number:	2550203	PALM.NET
Registration Number:	1965938	PALMCONNECT
Registration Number:	2488694	PALMCONNECT
Registration Number:	3221220	PALMGEAR
Registration Number:	2606329	PALMGLOVE
Registration Number:	2953220	PALMONE
Registration Number:	2679381	PALMPACK
Registration Number:	2542880	PALMPIX
Registration Number:	2608417	PALMPOWER
Registration Number:	1887791	PALMPRINT
Registration Number:	2619261	SIMPLY PALM
Registration Number:	2685074	SIMPLY PALM
Serial Number:	78555579	FOLEO
Serial Number:	78474731	LIFEDRIVE
Serial Number:	76307493	TREO
Serial Number:	78131189	ZIRE
Serial Number:	78826330	@PALM
Serial Number:	78717319	PALM
Serial Number:	78975976	PALMSOURCE

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32309

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/13/2007

Total Attachments: 9
source=32309#page1.tif
source=32309#page2.tif
source=32309#page3.tif
source=32309#page4.tif
source=32309#page5.tif
source=32309#page6.tif
source=32309#page7.tif
source=32309#page8.tif
source=32309#page9.tif

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of October 24, 2007, among PALM, INC. (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of October 24, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiaries of the Borrower party thereto and the Administrative Agent. The Lenders (as such term is defined in the Credit Agreement, as defined below) have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of October 24, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the Administrative Agent and Morgan Stanley Senior Funding, Inc., as syndication agent. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement and subject to any applicable limitations set forth therein, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark 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 of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PALM, INC.,

by

Name: Andrew J. Brown
Title: Senior Vice President and Chief Financial Officer

PALM TRADEMARK HOLDING COMPANY, LLC,

by

Name: Karen L. Harrison
Title: President

[[3014463]]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

by

Name: William P. Rindfuss
Title: Vice President

[[3014463]]

Schedule I

Subsidary Parties
Palm Trademark Holding Company, LLC

[[3014463]]

Schedule II

I. Trademarks

Registered Owner	Mark	Registration Number	Date Issued
PALM, INC.	BLAZER	2,482,443	8/28/2001
PALM, INC.	HANDSPRING	2,683,962	2/4/2003
PALM, INC.	HANDSPRING	2,532,915	1/22/2002
PALM, INC.	T (and design)	2,623,373	9/24/2002
PALM, INC.	TUNGSTEN	3,117,812	7/18/2006
PALM, INC.	VERSAMAIL	2,815,755	2/17/2004
PALM TRADEMARK HOLDING COMPANY, LLC	PALM	2,653,036	11/26/2002
PALM TRADEMARK HOLDING COMPANY	PALM	3,113,585	7/11/2006
PALM TRADEMARK HOLDING COMPANY	PALM (and Design)	2,588,534	7/2/2002
PALM TRADEMARK HOLDING COMPANY	PALM (and Design)	2,639,660	10/22/2002
PALM TRADEMARK HOLDING COMPANY	PALM COMPUTING	2,613,597	9/3/2002
PALM TRADEMARK HOLDING COMPANY	PALM COMPUTING	2,644,888	11/5/2002
PALM TRADEMARK HOLDING COMPANY	PALM COMPUTING	2,710,277	4/29/2003
PALM TRADEMARK HOLDING COMPANY	PALM III (and Design)	2,637,822	10/22/2002
PALM TRADEMARK HOLDING COMPANY	PALM OS	2,265,234	7/27/1999
PALM TRADEMARK HOLDING COMPANY	PALM POWERED (and Design)	2,681,093	1/28/2003
PALM TRADEMARK HOLDING COMPANY	PALM READER	2,740,330	7/22/2003
PALM TRADEMARK HOLDING COMPANY	PALM VII	2,611,088	8/27/2002
PALM TRADEMARK HOLDING COMPANY	PALM.NET	2,348,355	5/9/2000
PALM TRADEMARK HOLDING COMPANY	PALM.NET	2,550,203	3/19/2002
PALM TRADEMARK HOLDING COMPANY	PALMCONNECT	1,965,938	4/2/1996
PALM TRADEMARK HOLDING COMPANY	PALMCONNECT	2,488,694	9/11/2001
PALM TRADEMARK HOLDING COMPANY	PALMGEAR	3,221,220	3/27/2007
PALM TRADEMARK HOLDING COMPANY	PALMGLOVE	2,606,329	8/13/2002
PALM TRADEMARK HOLDING COMPANY	PALMONE	2,953,220	5/17/2005
PALM TRADEMARK HOLDING COMPANY	PALMPACK (Stylized))	2,679,381	1/28/2003
PALM TRADEMARK HOLDING COMPANY	PALMPIX	2,542,880	2/26/2002

[[3014463]]

PALM TRADEMARK HOLDING COMPANY	PALMPOWER	2,608,417	8/20/2002
PALM TRADEMARK HOLDING COMPANY	PALMPRINT	1,887,791	4/4/1995
PALM TRADEMARK HOLDING COMPANY	SIMPLY PALM	2,619,261	9/17/2002
PALM TRADEMARK HOLDING COMPANY	SIMPLY PALM	2,685,074	2/11/2003

II. Trademark Applications

Registered Owner	Mark	Registration Number	Date Filed
PALM, INC.	FOLEO	78/555,579	01/28/2005
PALM, INC.	LIFEDRIVE	78/474,731	08/27/2004
PALM, INC.	TREO	76/307,493	08/29/2001
PALM, INC.	ZIRE	78/131,189	05/24/2002
PALM TRADEMARK HOLDING COMPANY	@PALM	78/826,330	03/01/2006
PALM TRADEMARK HOLDING COMPANY	DESIGN (PALM ORANGE LOGO)	78/717,319	09/21/2005
PALM TRADEMARK HOLDING COMPANY	PALMSOURCE (Child)	78/975,976	01/28/2002

Additional Conveying Party

Palm Trademark Holding Company, LLC, a Delaware limited liability company