

05-25-2005

FORM PTO-1594

RE

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

Patent and Trademark Office

OMB No. 0651-0027 (exp. 05/31/2002)



103009710

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

XPLORE TECHNOLOGIES CORPORATION OF AMERICA

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: **Silicon Valley Bank**
Internal Address: HA155

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State-DE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

4/22/05

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark No.(s)

2,259,808

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA155

Street Address: 3003 Tasman Dr.

City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

05/24/2005 BBYRNE 00000039 2259808

01 FC:8521

Manibel Higuera
Name of Person Signing

40.00 DP

Manibel Higuera
Signature

5/11/05
Date

Shannon Hubbard Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003165 FRAME: 0200

OPR/FINANCE
MAY 23 AM 7:31

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and XPLORE TECHNOLOGIES CORPORATION OF AMERICA ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be 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 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 Intellectual Property Security 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.

IN WITNESS WHEREOF, the parties have cause 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:

XPLORE TECHNOLOGIES CORPORATION
OF AMERICA

14000 Summit Drive, Suite 900
Austin, Texas 78728

By:  _____

Title: Chief Financial Officer

Attn: Michael J. Rapisand

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By:  _____

Title: Vice President

Attn: Sheila Colson

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

Patent & Technology Summary: Xplore Technologies Corporation of America

| Patent # | Type | Description | Inventors | Grant Date | Life |
|-----------------|-------------|--|--------------------------------------|-------------------|-------------|
| 6,028,765 | US | Removable Hand Grips For A Portable Pen Based Computer | Swindler/Groh | Feb 22/00 | 20 years |
| 6,101,087 | US | Portable Pen Based Computer and Auxiliary Unit For Use With A Vehicular Docking Station | Sutton/Swindler/Groh /Perley/Clifton | Aug 8/00 | 20 years |
| 6,426,872 B1 | US | Portable Pen Based Computer with Vehicular Docking Station | Sutton/Swindler/Groh /Perley/Clifton | July 30/02 | 20 years |
| 6,504,710 B2 | US | Method Of Interconnecting Of A Hand-Held Auxiliary Unit, A Portable Computer And A Peripheral Device | Sutton/Swindler/Groh /Perley/Clifton | Jan 07/03 | 20 years |
| Pending | US | Aparatus Providing Multi-Mode Digital Input | Lum/Fowler/Gibbons /Hua/Chu/Bagwell | | |

EXHIBIT C

Trademarks

Trademark Registrations: Xplore Technologies Corporation of America

| Mark | Listed Owner | Class | Reg. No. | Reg. Date |
|------------------------------------|---|---|-----------------|------------------|
| XPLORE TECHNOLOGIES & Design | Xplore Technologies Corporation of America | "Computer hardware, namely, modular, ruggedized, mobile pen/touch computer capable of wireless and connectivity expansion" in Class 9 | 2,259,808 | 07/06/1999 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE