

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LUIDIA, INC.		08/05/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3971920	EBEAM ENGAGE
Registration Number:	3967992	EBEAM BOARDSTREAM
Registration Number:	3967991	BOARDSTREAM
Registration Number:	3340817	LUIDIA
Registration Number:	2981942	LUIDIA
Registration Number:	3340816	LUIDIA
Registration Number:	2979139	LUIDIA
Registration Number:	3844537	EBEAM EDGE
Registration Number:	3521491	DIGITAL READY
Registration Number:	2491855	EBEAM

CORRESPONDENCE DATA

Fax Number: (404)962-6729
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: jihan.jenkins@troutmansanders.com

900199151

**TRADEMARK
 REEL: 004600 FRAME: 0141**

CH \$265.00 3971920

Correspondent Name: JIHAN A.R. JENKINS
Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET NE
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001249
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	08/08/2011

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 5, 2011 by and between SILICON VALLEY BANK ("**Bank**") and LUIDIA, INC. ("**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 (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:

(a) 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**");

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 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.

[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.


Address of Grantor:

125 Shoreway Road, Building D
San Carlos, California 94070

Attn: _____

GRANTOR:

LUIDIA, INC.

By: 
Name: _____
Title: _____

Address of Bank:

2400 Hanover Street
Palo Alto, California 94304

Attn: Carley Brandt

BANK:

SILICON VALLEY BANK


By: 
Name: Carley Brandt
Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EBeam Boardstream (Computer File)	TXu001713040	08/19/2010
Tool Pallet (Computer File)	TX0007341859	11/23/2010

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
RECEIVER	D618,681	06/29/2010
PEN	D595,718	07/07/2009
STYLUS	D430,206	08/29/2000
INTERFERENCE REMOVAL IN POINTING DEVICE LOCATING SYSTEMS	7,525,050	04/28/2009
POINTING DEVICE FOR A PEN LOCATOR SYSTEM INCLUDING LOW STANDBY POWER ELECTRONIC CIRCUIT	7,221,355	05/22/2007
METHODS AND APPARATUS FOR CONFIGURING A WRITING SURFACE	6,875,933	04/05/2005
PRESENTATION BOARD DIGITIZER SYSTEMS	6,841,742	01/11/2005
PRESENTATION BOARD DIGITIZER SYSTEMS	6,822,641	11/23/2004
ULTRASOUND SPEED MEASUREMENT OF TEMPERATURE AND PRESSURE	6,786,102	09/07/2004
PIEZOELECTRIC TRANSDUCER FOR DATA ENTRY DEVICE	6,731,270	05/04/2004
MARKING DEVICE FOR ELECTRONIC PRESENTATION BOARD	5,866,856	02/02/1999
SILICON SWITCH	6,046,420	04/04/2000
RETROFITTABLE APPARATUS FOR CONVERTING A SUBSTANTIALLY PLANAR SURFACE INTO AN ELECTRONIC DATA CAPTURE DEVICE	6,067,080	05/23/2000
TRANSDUCER SIGNAL WAVESHAPING SYSTEM	6,118,205	09/12/2000
SYSTEMS AND PROCESSING ALGORITHMS FOR ULTRASOUND TIME-OF-FLIGHT DIGITIZER SYSTEMS	6,151,014	11/21/2000
PEN POSITIONING SYSTEM	6,184,873	02/06/2001
SYSTEMS AND PROCESSING ALGORITHMS FOR ULTRASOUND TIME-OF-FLIGHT DIGITIZER SYSTEMS	6,265,676	07/24/2001

RETROFITTABLE APPARATUS FOR CONVERTING A SUBSTANTIALLY PLANAR SURFACE INTO AN ELECTRONIC DATA CAPTURE DEVICE	6,266,051	07/24/2001
MARKING DEVICE FOR ELECTRONIC PRESENTATION BOARD	6,292,177	09/18/2001
PRESENTATION BOARD DIGITIZER SYSTEMS	6,300,580	10/09/2001
PORTABLE CONFERENCE CENTER	6,323,893	11/27/2001
MARKING DEVICE FOR ELECTRONIC PRESENTATION BOARD	6,326,565	12/04/2001
TRANSMITTER PEN LOCATION SYSTEM	6,335,723	01/01/2002
MARKING DEVICE FOR ELECTRONIC PRESENTATION BOARD	6,373,003	04/16/2002
TRANSMITTER PEN LOCATION SYSTEM	6,414,673	07/02/2002
MARKING DEVICE FOR ELECTRONIC PRESENTATION BOARD	6,424,340	07/23/2002
RETROFITTABLE APPARATUS FOR CONVERTING A SUBSTANTIALLY PLANAR SURFACE INTO AN ELECTRONIC DATA CAPTURE DEVICE	6,456,280	09/24/2002
RETROFITTABLE APPARATUS FOR CONVERTING A SUBSTANTIALLY PLANAR SURFACE INTO AN ELECTRONIC DATA CAPTURE DEVICE	6,501,461	12/31/2002
PORTABLE CONFERENCE CENTER	6,549,230	04/15/2003
ULTRASOUND SPEED MEASUREMENT OF TEMPERATURE AND PRESSURE EFFECTS	6,571,643	06/03/2003
DATA ENTRY DEVICE UTILIZING WRITING IMPLEMENT ROTATION	12/372,285	02/17/2009
DIGITAL TRANSCRIPTION SYSTEM UTILIZING SMALL APERTURE ACOUSTICAL SENSORS	12/431,715	04/28/2009
DIGITAL TRANSCRIPTION SYSTEM UTILIZING ACOUSTICAL DETECTORS HAVING APERTURES WITH A VERTICAL ORIENTATION RELATIVE TO THE WORK SURFACE	12/431,708	04/28/2009
MULTIPLE STYLI ANNOTATION SYSTEM	11/968,127	12/31/2007
PRE-ASSEMBLED PART WITH AN ASSOCIATED SURFACE CONVERTIBLE TO A TRANSCRIPTION APPARATUS	12/062,720	04/04/2008
INTERACTIVITY IN A LARGE FLAT PANEL DISPLAY	12/139,452	06/14/2008
TRANSMITTER PEN LOCATION SYSTEM	09/740,630	12/18/2000
PIEZOELECTRIC DATA ENTRY DEVICES	09/849,193	05/04/2001
DIGITAL TRANSCRIPTION SYSTEM	PCT/US2010/028533	03/24/2010

UTILIZING SMALL APERTURE ACOUSTICAL SENSORS		
DIGITAL TRANSCRIPTION SYSTEM UTILIZING ACCOUSTICAL DETECTORS HAVING APERTURES WITH A VERTICAL ORIENTATION RELATIVE TO THE WORK SURFACE	PCT/US2010/025981	03/02/2010
DATA ENTRY DEVICE UTILIZING WRITING IMPLEMENT ROTATION	PCT/US2010/022142	01/26/2010
INTERACTIVITY IN A LARGE FLAT PANEL DISPLAY (Expired)	PCT/US2008/067039	06/14/2008
PRE-ASSEMBLED PART WITH AN ASSOCIATED SURFACE CONVERTIBLE TO A TRANSCRIPTION APPARATUS (Expired)	PCT/US2008/059421	04/04/2008
MULTIPLE STYLI ANNOTATION SYSTEM (Expired)	PCT/US2008/050040	01/02/2008

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EBEAM ENGAGE (Registered)	3,971,920	05/31/2011
EBEAM BOARDSTREAM (Registered)	3,967,992	05/24/2011
BOARDSTREAM (Registered)	3,967,991	05/24/2011
LUIDIA (Registered)	3,340,817	11/20/2007
LUIDIA (Registered)	2,981,942	08/02/2005
LUIDIA (Registered)	3,340,816	11/20/2007
LUIDIA (Registered)	2,979,139	07/26/2005
EBEAM EDGE (Registered)	3,844,537	09/07/2010
EBEAM LIVEWIRE (Abandoned)	77/639,050	12/23/2008
RITE-ON (Abandoned)	77/17,896	04/27/2007
DIGITAL READY (Registered)	3,521,491	10/21/2008
WRITE ON (Abandoned)	77/162,123	04/20/2007
WRITE NOW (Abandoned)	77/162,116	04/20/2007
EBEAM (Registered)	2,491,855	09/25/2001

EXHIBIT D

Mask Works

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

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