

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
PANO LOGIC, INC.		05/29/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD, M/C 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	77748979	PANO DIRECT PROTOCOL
Serial Number:	77748977	PANO DIRECT TECHNOLOGY
Serial Number:	77262020	PANO BUTTON
Serial Number:	77262015	PANO
Serial Number:	77262011	PANO LOGIC

CORRESPONDENCE DATA

Fax Number: 8586385016
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 8586771416
 Email: lisa.ortiz@dlapiper.com
 Correspondent Name: DLA Piper LLP (US)
 Address Line 1: Attn: Lisa Ortiz
 Address Line 2: 4365 Executive Drive, Suite 1100
 Address Line 4: San Diego, CALIFORNIA 92121

CH \$140.00 77748979

ATTORNEY DOCKET NUMBER:	329034-000412
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/s/ TROY ZANDER
Date:	06/04/2012
Total Attachments: 5 source=ipsa#page1.tif source=ipsa#page2.tif source=ipsa#page3.tif source=ipsa#page4.tif source=ipsa#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 29, 2012 by and between COMERICA BANK ("Bank") and PANO LOGIC, INC., a Delaware corporation ("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 by and between Bank and Grantor dated of October 9, 2008, as may subsequently be amended from time to time, including but not limited to that certain First Amendment to Loan and Security Agreement dated as of January 5, 2010, that certain Second Amendment to Loan and Security Agreement dated as of April 27, 2010, that certain Third Amendment to Loan and Security Agreement dated as of September 30, 2010, that certain Fourth Amendment to Loan and Security Agreement dated as of January 13, 2011, that certain Fifth Amendment to Loan and Security Agreement dated as of April 11, 2011, that certain Sixth Amendment to Loan and Security Agreement dated as of March 23, 2012 and that certain Seventh Amendment to Loan and Security Agreement dated as of May 29, 2012 (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Bank hereby agrees that upon consummation of the New Equity Event, Bank shall, at Borrower's sole cost and expense, release its lien in the Intellectual Property Collateral and all rights therein shall revert to Borrower

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

2000 Seaport Blvd., #200
Redwood City, CA 94063

Attn: Chief Executive Officer

PANO LOGIC, INC.

By: 

Title: SVP, FINANCE OPERATIONS

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

WEST\232221163.1
329034-000412

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Thin network protocol	11784177	4/4/07
Thin client discovery	11973319	10/5/07
Universal serial bus assistance engine	12082968	4/15/08
Universal serial bus host controller driver over a network	12082978	4/15/08
Remote graphics rendering across a network	12214416	6/18/08
Universal serial bus selective encryption	12221403	8/1/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PANO DIRECT PROTOCOL	77748979	6/1/09
PANO DIRECT TECHNOLOGY	77748977	6/1/09
PANO BUTTON	77262020	8/22/07
PANO	77262015	8/22/07
PANO LOGIC	77262011	8/22/07

WEST232221163.J
329034-000412