# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Palm, Inc.	04/14/2008

### RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.	
Street Address:	270 Park Avenue	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10017	

### PROPERTY NUMBERS Total: 31

Property Type	Number
Application Number:	11954200
Application Number:	11958994
Application Number:	11961741
Application Number:	11963022
Application Number:	11962798
Application Number:	11965401
Application Number:	11967218
Application Number:	11969867
Application Number:	11971136
Application Number:	12015495
Application Number:	12016895
Application Number:	12019506
Application Number:	12011050
Application Number:	12019362
Application Number:	12011471
	DATENT

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Application Number:	29302874
Application Number:	12021173
Application Number:	61024541
Application Number:	61062758
Application Number:	12022834
Application Number:	12012119
Application Number:	12026978
Application Number:	12033576
Application Number:	12038212
Application Number:	12038602
Application Number:	12038901
Application Number:	12039325
Application Number:	29304441
Application Number:	12040131
Application Number:	12040814
Application Number:	12040529

#### **CORRESPONDENCE DATA**

Fax Number: (866)826-5420

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

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Email: ipresearchplus@comcast.net

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Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33225
NAME OF SUBMITTER:	Penelope J.A. Agodoa

Total Attachments: 7 source=33225#page1.tif source=33225#page2.tif source=33225#page3.tif source=33225#page4.tif source=33225#page5.tif source=33225#page6.tif source=33225#page7.tif

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PATENT SECURITY AGREEMENT (this "<u>Agreement</u>") dated as of April 14, 2008, among PALM, INC. (the "<u>Borrower</u>"), 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. <u>Terms.</u> 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 "Patent Collateral"): all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule II (the "Patents"), and all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 3. <u>Security Agreement</u>. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the

PATENT REEL: 021163 FRAME: 0367 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 Patent 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.

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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

**PATENT** 

**REEL: 021163 FRAME: 0369** 

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

by

Name:

Title: Ann B. Kerns Vice President

# Schedule I

	Subsidiary Parties	
None		

# Schedule II

# Patent Applications

Owner	Application Number	Filing Date
Palm, Inc.	11/954,200	12/11/2007
Palm, Inc.	11/958,994	12/18/2007
Palm, Inc.	11/961,741	12/20/2007
Palm, Inc.	11/963,022	12/21/2007
Palm, Inc.	11/962,798	12/21/2007
Palm, Inc.	11/965,401	12/27/2007
Palm, Inc.	11/967,218	12/30/2007
Palm, Inc.	11/969,867	1/4/2008
Palm, Inc.	11/971,136	1/8/2008
Palm, Inc.	12/015,495	1/16/2008
Palm, Inc.	12/016,895	1/18/2008
Palm, Inc.	12/019,506	1/24/2008
Palm, Inc.	12/011,050	1/24/2008
Palm, Inc.	12/019,362	1/24/2008
Palm, Inc.	12/011,471	1/25/2008
Palm, Inc.	29/302,874	1/25/2008
Palm, Inc.	12/021,173	1/28/2008
Palm, Inc.	61/024,541	1/29/2008
Palm, Inc.	61/062,758	1/29/2008
Palm, Inc.	12/022,834	1/30/2008
Palm, Inc.	12/012,119	1/31/2008
Palm, Inc.	12/026,978	2/6/2008
Palm, Inc.	12/033,576	2/19/2008
Palm, Inc.	12/038,212	2/27/2008
Palm, Inc.	12/038,602	2/27/2008
Palm, Inc.	12/038,901	2/28/2008
Palm, Inc.	12/039,325	2/28/2008
Palm, Inc.	29/304,441	2/29/2008
Palm, Inc.	12/040,131	2/29/2008
Palm, Inc.	12/040,814	2/29/2008
Palm, Inc.	12/040,529	2/29/2008

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RECORDED: 06/27/2008