Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SOCKET MOBILE, INC.	07/15/2008

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK			
Street Address:	3003 Tasman Drive			
City:	Santa Clara			
State/Country:	CALIFORNIA			
Postal Code:	95054			

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	5902991
Patent Number:	D570350
Application Number:	11082190
Application Number:	10438256
Application Number:	10445975
Application Number:	10774760
Application Number:	10939857
Application Number:	10510651
Application Number:	11002974
Application Number:	11082191
Application Number:	11102208
Application Number:	11183213
Application Number:	11217790
Application Number:	11346999
PCT Number:	US0611870
	DATENT

PATENT "
REEL: 021243 FRAME: 0908

Application Number:	11278139
Application Number:	29276268
Application Number:	29276647
Application Number:	11949019
Application Number:	11949651
PCT Number:	US0786309
Application Number:	12013891
Application Number:	61043094

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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

Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondent Name: Erin O'Brien

Address Line 1: c/o Cooley Godward Kronish LLP

Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	194491-1052 SOCKET
NAME OF SUBMITTER:	Erin O'Brien

Total Attachments: 16

source=Socket IPSA and addendum#page1.tif

source=Socket IPSA and addendum#page2.tif

source=Socket IPSA and addendum#page3.tif

source=Socket IPSA and addendum#page4.tif

source=Socket IPSA and addendum#page5.tif

source=Socket IPSA and addendum#page6.tif

source=Socket IPSA and addendum#page7.tif

source=Socket IPSA and addendum#page8.tif

source=Socket IPSA and addendum#page9.tif

source=Socket IPSA and addendum#page10.tif

source=Socket IPSA and addendum#page11.tif

source=Socket IPSA and addendum#page12.tif

source=Socket IPSA and addendum#page13.tif

source=Socket IPSA and addendum#page14.tif

source=Socket IPSA and addendum#page15.tif

source=Socket IPSA and addendum#page16.tif

ADDENDUM TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Addendum to Intellectual Property Security Agreement is executed pursuant to, and is an addendum to, an Intellectual Property Security Agreement, dated March 10th, 2004. This Addendum to Intellectual Property Security Agreement is presented for recordation as constructive notice that Socket Mobile, Inc. ("Assignor"), with its principal office at 39700 Eureka Drive, Newark, CA, the owner of the intellectual property identified in the exhibits attached hereto, has granted to SILICON VALLEY BANK ("Assignee"), with its principal office at 3003 Tasman Drive, Santa Clara, CA 95054, a security interest in the intellectual property, and the exclusive rights comprised in the intellectual property, to secure payment of a debt.

IN WITNESS WHEREOF, Assignor has executed this Addendum to Intellectual Property Security Agreement as of <u>July 15th, 2008</u>.

Socket Mobile, Inc.

Name: David W. Dunlap

Title: CFO

Exhibit "A" attached to that certain Addendum to Intellectual Property Security Agreement.

EXHIBIT "A" COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION	REGISTRATION NUMBER	DATE OF ISSUANCE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION	APPLICATION NUMBER	DATE OF FILING	DATE OF CREATION	FIRST DATE OF PUBLIC DISTRIBUTION

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DESCRIPTION	CREATION	DISTRIBUTION	FROM ASSIGNOR	ASSIGNOR

H:\docs\ipagrmnt\addcartia.doc 4\99 dm

Exhibit "B" attached to that certain Addendum to Intellectual Property Security Agreement. EXHIBIT "B" PATENTS

DESCRIPTION	DOCKET NO	COUNTRY	SERIAL NO.	FILING DATE	STATUS
Portable Electronic Device (combines pending application numbers 10,421,656 and 10,036,468		USA	6,920,517	7-19-2005	Issued (formerly pending)
Card Shaped Computer Peripheral Device (acquired from Khyber Technolgies, Inc.)		USA	5,902,991	5-11-1999	Issued
Portable/Wearable Electronic Device		USA	D570,350	12-1-2006	issued
Cordless Hand Scanner With Improved User Feedback		USA	11/082,190	3-16-2005	Pending
Functionality and Policies Based on Wireless Device Dynamic Associations		USA	10/438,256	5-14-2003	Application Pending
Method and Apparatus for Selective Configuration Based Upon Expansion Card Presence		USA	10/445,975	5-27-2003	Application Pending
Removable Wireless Expansion Card Having a Removable Subscriber Information Module		USA	10/774,760	2-9-2004	Application Pending
Wireless Enabled Memory Module		USA	10/939,857	9-13-2004	Application Pending
Wireless Enabled Memory Module	The Add Add half had not instructed complete instruction care may many may	USA	10/510,651	10-8-2004	Application Pending

H:\docs\ipagrmnt\addcartia.doc 4\99 dm

	T		T	T	· · · · · · · · · · · · · · · · · · ·
Portable GPS Methods and Devices		USA	11/002,974	12-2-2004	Application Pending
Cordless Scanner and Stylus		USA	11/082,191	3-16-2005	Application Pending
Software Compatible Parellel Interface With Bidirectional Handshaking for Serial Peripherals		USA	11/102,208	4-9-2005	Application Pending
Event-Driven Interactive Messaging in a Noisy Mobile Environment		USA	11/183,213	7-16-2005	Application Pending
Hand Scanner Cordless Adaptor		USA	11/217,790	8-31-2005	Application Pending
Cordless Hand Scanner With Romovable Memory		USA	11/346,999	2-3-2006	Application Pending
Dynamic Management of Communication Ports, Devices, and Logical Connections		USA	PCT/US06/11 870	3-30-2006	Application Pending
Dynamic Management of Communication Ports, Devices, and Logical Connections		USA	11/278,139	3-30-2006	Application Pending
Mobile Computing Device		USA	29/276,268	1-19-2007	Application Pending
Mobile Computing Device Docking Station		USA	29/276,647	1-31-2007	Application Pending
RFID Reader		USA	11/949,019	12-1-2007	Application Pending
Multi-Mode Ring Scanner		USA	11/949,651	12-3-2007	Application Pending

H:\docs\ipagrmnt\addcartia.doc 4\99 dm

Mulit-Mode Ring Scanner	USA	PCT/US07/86 309	12-3-2007	Application Pending
Y-Adaptor With Embedded Wireless Port	 USA	12/013,891	1-14-2008	Application Pending
Accuracy Enhanced Scanner	USA	61/043,094	4-7-2008	Application Pending
Deferred Tuple Space Programming of Expansion Modules	UK	EP 1 552 404 B1	3-21-2007	Issued
Software Compatible Parellel Interface With Bidirectional Handshaking for Serial Peripherals	UK	N/A	10-14-2003	Issued
Ring-Like Wearable Electronic Device	 EC	RSJ08974EM	12-5-2005	Registered Design
Mobile Computing Device	 EC	RSJ09365EM	4-19-2007	Registered Design
Wireless Enabled Memory Module	 EC	RSJ08379EP	4-8-2003	Application Pending

Exhibit "C" attached to that certain Addendum to Intellectual Property Security Agreement.

EXHIBIT "C" TRADEMARKS

TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	STATUS
SOMO	USA	77-117,705	3,441,744	REGISTERED
GO WI-FI!	USA	78-673,848	3,250,026	REGISTERED

H:\docs\ipagrmnt\addcartia.doc 4\99 dm

Exhibit "D" attached to that certain Addendum to Intellectual Property Security Agreement.

EXHIBIT "D" SERVICE MARKS

SERVICE MARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	STATUS

H:\docs\ipagrmnt\addcartia.doc 4\99 dm

PATENT

REEL: 021243 FRAME: 0916

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 10th day of March by and between Socket Communications, Inc. ("Grantor"), and Silicon Valley Bank, a California banking corporation ("Bank").

RECITALS

- A. Bank will make credit extensions to Grantor as described in that Loan and Security Agreement dated March 5, 2004, as amended and modified from time to time, and that certain Loan and Security Agreement (EXIM Program) dated March 5, 2004, as amended and modified from time to time Security Agreement (EXIM Program) dated March 5, 2004, as amended and modified from time to time (collectively, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, (collectively, the "Loan Agreement"), but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works. Defined terms used but not defined herein shall have the same meanings as in 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 Grantor's Indebtedness under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:
- 1. <u>Grant of Security Interest</u>. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Indebtedness, obligations and liabilities to Bank, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (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, 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 <u>Exhibit C</u> 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");

1

- (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.
- Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement.
- 3. <u>Covenants and Warranties.</u> Grantor represents, warrants, covenants and agrees as follows:
- (a) Grantor is now the sole owner of the Intellectual Property Collateral, except for nonexclusive licenses granted by Grantor to its customers in the ordinary course of business;
- (b) Performance of this IP Agreement does not conflict with or result in a breach of any IP Agreement to which Grantor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Agreement constitutes a security interest;
- (c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;
- (d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;
- (e) Grantor shall promptly advise Bank of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;
- Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material Trademarks, Patents, Copyrights, and Mask Works and promptly advise Bank in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Bank, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate;

- Copyright Office unless it: (i) has given at least fifteen (15) days' prior notice to Bank of its intent to register Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Bank may reasonably request in order to maintain the perfection and priority of Bank's other documents are bank may reasonably request in order to maintain the perfection and priority of Bank's security interest in the Copyrights proposed to be registered with the United States Copyright Office contemporaneously with filing the records such security documents with the United States Copyright Office. Grantor shall promptly provide to Bank a Copyright application(s) with the United States Copyright Office, together with evidence of copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Bank to maintain the perfection and priority of its the recording of the security documents necessary for Bank to maintain the perfection and priority of its the recording of the security documents necessary for Bank to maintain the perfection and priority of its the recording of the security documents necessary for Bank to maintain the perfection and priority of its the recording of the Security documents necessary for Bank to maintain the perfection and priority of its the recording of the Security documents necessary for Bank to maintain the perfection and priority of its the recording of the Security documents necessary for Bank to maintain the perfection and priority of its the recording of the Security documents necessary for Bank to maintain the perfection and priority of the Security of the Sec
 - (h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Agreement will create at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Bank a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;
 - Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder, and except as has been already made or obtained) no authorization, approval or other action by, and no notice to or as has been already made or obtained) no authorization, approval or other action by, and no notice to or filling with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (ii) for the perfection in the United States or the exercise by Bank of its rights and remedies thereunder;
 - (i) All information heretofore, herein or hereafter supplied to Bank by or on behalf of Grantor with respect to the intellectual Property Collateral is accurate and complete in all material respects;
 - (k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Bank's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and
 - (I) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Bank in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral of the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.
 - 4. <u>Bank's Rights.</u> Bank shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take. Grantor shall reimburse and indemnify Bank for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.
 - Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Grantor, and any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the

prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than one (1) in every six (6) months; provided, however, nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

Further Assurances; Attorney in Fact.

- and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all deemed necessary or advisable, and Mask Works and otherwise to carry out the intent and purposes of Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Intellectual Property Collateral.
- (b) Grantor hereby irrevocably appoints Bank as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Bank or otherwise, from time to time in Bank's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, instrument which Bank may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:
- Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and
- (ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law.
- 7. <u>Events of Default.</u> The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:
 - (a) An Event of Default occurs under the Loan Agreement; or
- (b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement.
- 8. Remedies. Upon the occurrence and continuance of an Event of Default, Bank shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Bank has a security interest and to make it available to Bank at a place any tangible property in which Bank has a security interest and to make it available to Bank at a place any tangible property in which Bank has a security interest and to make it available to Bank at a place any tangible property in which Bank has a security interest and to make it available to Bank at a place any tangible property Bank to exercise its rights and Trademarks, and Mask Works to the extent reasonably necessary to permit Bank to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable remedies upon

- employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Bank as a result of or in any way arising out of, following or consequential to transactions between Bank and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Bank's gross negligence or willful misconduct.
- 10. <u>Reassignment.</u> At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all deed, assignments, and other instruments as may be necessary or proper to reinvest in Grantor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Bank pursuant hereto.
- 11. <u>Course of Dealing</u>. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 12. <u>Attornevs' Fees.</u> If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys fees, costs and disbursements.
- 13. <u>Amendments</u>. This IP Agreement may be amended only by a written instrument signed by both parties hereto.
- 14. <u>Counterparts</u>. This IP 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.
- 15. <u>Law and Jurisdiction</u>. This IP Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard for choice of law provisions. Grantor and Bank consent to the nonexclusive jurisdiction of any state or federal court located in Santa Clara County, State of California.
- degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this IP Agreement except that the disclosure of this information may be made (i) to the affiliates of the Bank, (ii) to prospective transferee or purchasers of an interest in the obligations secured hereby, provided that they have entered transferee confidentiality agreement in favor of Grantor and have deliver a copy to Grantor, (iii) as into comparable confidentiality agreement in favor of Grantor and have deliver and (iv) as may be required by law, regulation, rule or order, subpoena judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Bank.

IN WITNESS WHEREOF, the parties hereto have executed this IP Agreement on the day and year first above written.

Address of Grantor:

37400 Central Court Newark, CA 94560

GRANTOR:

SOCKET COMMUNICATIONS, INC.

Name: DAVID W. DUNLAP

Title: CFO

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated March 10, 2004.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

COPYRIGHT DESCRIPTION

REGISTRATION NUMBER

DATE OF ISSUANCE

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

COPYRIGHT DESCRIPTION APPLICATION NUMBER

DATE OF FILING

CREATION

FIRST DATE OF PUBLIC DISTRIBUTION

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DATE AND

RECORDATION
NUMBER OF
IP AGREEMENT TO
OWNER OF
GRANTOR (IF

ORIGINAL AUTHOR OR OWNER OF COPYRIGHT

(IF DIFFERENT FROM GRANTOR ORIGINAL AUTHOR
OR OWNER OF
COPYRIGHT IS
DIFFERENT ROM
GRANTOR

COPYRIGHT DATE OF DESCRIPTION CREATION

FIRST DATE OF

OF DISTRIBUTION

6

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated March 10, 2004.

EXHIBIT "B"

PATENTS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	<u>STATUS</u>
NESTED REMOVAB MODULES WITH GA AND MEDIA-PLAYE APPLICATIONS	ME	USA	10,421,656	4/22/2003	Pending
FIRST-LEVEL REMODULE HAVING I I/O AND SECOND-L REMOVABLE MEM	BAR CODE EVEL	USA	10,036,468	01/07/2002	Pending
FIRST-LEVEL REM MODULE HAVING I/O AND SECOND- REMOVABLE MEN	BAR CODE LEVEL	USA	6,691,196	01/07/2002	Granted
HIGH-DENSITY RE XPANSION MODU SECOND-LEVEL-F EXPANSION MEM	LE HAVING I/O A REMOVABLE	ND USA	6,599,147	11/12/1999	Granted
CLOSED CASE RI EXPANSION CAR INTERCONNECT CIRCUITRY FOR I AND REMOVABL	D HAVING AND ADAPTER BOTH I/O	USA	6,353,870	05/11/1999	Granted

7

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated March 10, 2004.

EXHIBIT "C"

TRADEMARKS

•				
TRADEMARK DESCRIPTION	COUNTRY	SERIAL NO.	REG. NO	<u>STATUS</u>
		78-082,129	2,812,831	REGISTERED
SOCKET	USA	10-002,120	•	
DESIGN ONLY	USA	78-074,329		PENDING
BATTERY FRIENDLY	USA	75-752,891	2,347,282	REGISTERED
and Design				REGISTERED
BATTERY FRIENDLY	USA	75-711,668	2,341,145	KEGIO I EIVED
BATTERT		w. 400 004	2,179,779	REGISTERED
SOCKET	USA	74-428,304	My 11 U/ 1 -	
SOCKET and Design	USA	74-428,303	2,185,205	REGISTERED

REEL: 021243 FRAME: 0924

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated March 10, 2004.

EXHIBIT "D"

MASK WORKS

MASK WORK DESCRIPTION

COUNTRY

SERIAL NO.

REG. NO

STATUS

9

02