PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2635526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
PLANAR SYSTEMS, INC.	11/21/2013
CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.	11/21/2013
PLANAR CHINA, LLC	11/21/2013
PLANAR TAIWAN LLC	11/21/2013

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK		
Street Address:	380 INTERLOCKEN CRESCENT, SUITE 600		
City:	BROOMFIELD		
State/Country:	COLORADO		
Postal Code:	80021		

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	7654678
Patent Number:	6043797
Patent Number:	7307675
Patent Number:	5838865
Patent Number:	8230626
Patent Number:	6594078
Patent Number:	6755540
Patent Number:	D507266
Patent Number:	7372510
Patent Number:	6519085
Patent Number:	6028701
Patent Number:	D536380
	DATENT

Application Number:	13785870
Patent Number:	D533598
Patent Number:	7262746
PCT Number:	US2013029184

CORRESPONDENCE DATA

Fax Number: (800)494-7512 Phone: 2023704761

Email: tfahey@nationalcorp.com

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

Correspondent Name: THOMAS FAHEY

Address Line 1: 1025 VERMONT AVENUE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147463
NAME OF SUBMITTER:	LAURA A. KENERSON
Signature:	/Laura A. Kenerson/
Date:	12/03/2013

Total Attachments: 12 source=PT#page2.tif source=PT#page3.tif source=PT#page4.tif source=PT#page5.tif source=PT#page6.tif source=PT#page7.tif source=PT#page8.tif source=PT#page9.tif source=PT#page10.tif source=PT#page11.tif source=PT#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 21, 2013 by and among (i) SILICON VALLEY BANK ("Bank") and (ii) PLANAR SYSTEMS, INC., an Oregon corporation ("Planar"), CLARITY, A DIVISION OF PLANAR SYSTEMS, INC., an Oregon corporation ("Clarity"), PLANAR CHINA LLC, an Oregon limited liability company ("Planar China") and PLANAR TAIWAN LLC, an Oregon limited liability company ("Planar Taiwan" and together with Planar, Clarity and Planar China, individually and collectively, jointly and severally, the "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, dated as of the date hereof (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, 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:

- 1. 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 <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");
- 2. 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;
- 3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- 4. 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");

- 5. 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");
- 6. 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 <u>Exhibit D</u> attached hereto (collectively, the "Mask Works");
- 7. 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;
- 8. 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;
- 9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- 10. 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 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.

GRANTOR:

Address of Grantor:	
c/o Planar Systems, Inc. 1195 NW Compton Way Beaverton, Oregon 97006 Attention: Ryan Gray Fax: (503) 748-8950 E-mail: ryan.gray@planar.com	PLANAR SYSTEMS, INC. By: All All Name: GERALD PERKEL Title: President & LEO
CLARITY, A DIVISION OF PLANAR SYSTEMS, INC. By:	PLANAR CHINA LLC By: Md fell
Name: BERAW PELKEL Title: President	Name: SERALD YERKEL Title: Manager & President
By: State PERION PERION Title: Manager; President	
	BANK:
Address of Bank:	SILICON VALLEY BANK
Silicon Valley Bank 380 Interlocken Crescent, Suite 600 Broomfield, Colorado 80021 Attn: Mr. Danny Harrison Fax: (410) 469-4934	By: Name: Title:

Email: dharrison@svb.com

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:	
c/o Planar Systems, Inc. 1195 NW Compton Way Beaverton, Oregon 97006	PLANAR SYSTEMS, INC.
Attention: Ryan Gray	D
Fax: (503) 748-8950	By: Name:
E-mail: ryan.gray@planar.com	Name: Title:
CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.	PLANAR CHINA LLC
By:	Ву:
Name:	Name:
Title:	Title:
PLANAR TAIWAN LLC	
Ву:	
Name:	
Title:	
	BANK:
Address of Bank:	SILICON VALLEY BANK
Silicon Valley Bank 380 Interlocken Crescent, Suite 600 Broomfield, Colorado 80021 Attn: Mr. Danny Harrison Fax: (410) 469-4934	By: Tamel Harman Name: Cariel Haroson Title: VP

Email: dharrison@svb.com

EXHIBIT A

Copyrights

Registration/ Application Number

Registration/ Application <u>Date</u>

Description

Registrant

None.

EXHIBIT B Patent

Títle	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	BE	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	DE	60337001.2	05/04/2011	PLANAR SYSTEMS OY
MODULAR COMPUTER WORKSTATION	ECD	000059605-0001	07/22/2003	PLANAR SYSTEMS, INC.
MODULAR COMPUTER WORKSTATION	ECD	000059605-0002	07/22/2003	PLANAR SYSTEMS, INC.
COLOR AND LUMINANCE CONTROL SYSTEM FOR LIQUID CRYSTAL PROJECTION DISPLAYS	EP	0937360	03/23/2005	CLARITY VISUAL SYSTEMS, INC.
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	EP	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	FI	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	FR	1501300	05/04/2011	PLANAR SYSTEMS OY
MULTIPLEXED IMAGE DISTRIBUTION SYSTEM	GB	1501300	05/04/2011	PLANAR SYSTEMS OY
CINEWIDE WITH AUTOSCOPE	US	7654678	02/02/2010	PLANAR SYSTEMS, INC.

EXHIBIT B Patent

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Title	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
COLOR AND LUMINANCE CONTROL SYSTEM FOR LIQUID CRYSTAL PROJECTION DISPLAYS	US	6043797	03/28/2000	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
DISPLAY PANEL WITH BACKLIGHTING STRUCTURE AND SELECTIVELY TRANSMISSIVE WINDOW THERETHROUGH	US	7307675	12/11/2007	PLANAR SYSTEMS, INC.
FIBER OPTIC HOMOGENIZER FOR USE IN PROJECTION DISPLAYS	US	5838865	11/17/1998	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
FLAME SIMULATING ASSEMBLY WITH ELECTRONIC DISPLAY AND BACKLIGHT	US	8230626	07/31/2012	PLANAR SYSTEMS, INC.
INTERLOCKING MOUNTING PACKAGE HAVING SEPARATABLE CHASSIS FOR USE IN MULTISCREEN PROJECTION DISPLAYS	US	6594078	07/15/2003	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
LENS SHIFTING APPARATUS	·US	6755540	06/29/2004	PLANAR SYSTEMS, INC.
MODULAR COMPUTER WORKSTATION	US	D507266	07/12/2005	PLANAR SYSTEMS, INC.

EXHIBIT B Patent

Title	Country Code	Application No./ Patent No.	Application Date/ Grant Date	Owner
REFLECTION RESISTANT TOUCH SCREENS	US	7372510	05/13/2008	PLANAR SYSTEMS, INC.
SCREEN HOLDING MECHANISM	US	6519085	02/11/2003	CLARITY, A DIVISION OF
STAIRSTEP INTERLOCK MOUNTING PACKAGE FOR MULTISCREEN PROJECTION DISPLAYS	US	6028701	02/22/2000	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
TILABLE REAR PROJECTION DISPLAY	US	D536380	02/06/2007	CLARITY, A DIVISION OF PLANAR
TRANSPARENT ELECTRONIC IMAGE DISPLAY APPARATUS FOR REFRIGERATED MERCHANDISERS AND THE LIKE	US	13/785870	03/05/2013	PLANAR SYSTEMS, INC.
ULTRA-THIN PROJECTION SYSTEM FOR USE IN PROFESSIONAL AND SIGNAGE APPLICATIONS	US	D533598	12/12/2006	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
VIDEO WALL	US	7262746	08/28/2007	PLANAR S.A.S.
TRANSPARENT ELECTRONIC IMAGE DISPLAY APPARATUS FOR REFRIGERATED MERCHANDISERS AND THE LIKE	WO	PCT/US2013/029184	03/05/2013	PLANAR SYSTEMS, INC.

EXHIBIT C Trademarks

Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
DS15	CA	TMA658891	02/14/2006	PLANAR SYSTEMS, INC.
PLANAR	CA	666,596	06/27/2006	PLANAR SYSTEMS, INC.
PLANAR	CN	4350986	12/28/2010	PLANAR SYSTEMS, INC.
CLARITY VISUAL SYSTEMS	EM	494724	04/20/2000	CLARITY VISUAL SYSTEMS, INC.
DS15	EM	3927548	09/21/2005	PLANAR SYSTEMS, INC.
DS15 INTEGRATED MARKETING SOLUTION	EM	3928108	09/21/2005	PLANAR SYSTEMS, INC.
PLANAR	EM	3825858	11/10/2005	PLANAR SYSTEMS, INC.
COM.BASE (STYLIZED)	FR	013076843	06/22/2001	SYNELEC TELECOM MULTIMEDIA
INDISYS	FR	03322244	11/20/2003	SYNELEC TELECOM MULTIMEDIA
MULTI MOUSE AND DESIGN	FR	013085503	11/09/2001	SYNELEC TELECOM MULTIMEDIA
SYNELEC TELECOM MULTIMEDIA AND DESIGN	FR	013078107	08/03/2001	SYNELEC TELECOM MULTIMEDIA
PLANAR	ЈР	5062166	07/13/2007	PLANAR SYSTEMS, INC.
PLANAR	KR	641985	12/06/2005	PLANAR INTERNATIONAL OY

EXHIBIT C Trademarks

Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
PLANAR	MY	04018294	11/24/2004	PLANAR SYSTEMS, INC.
PLANAR	TW	1175287	10/01/2005	PLANAR SYSTEMS, INC.
CINEWIDE	US	3,418,068	04/29/2008	PLANAR SYSTEMS, INC.
CLARITY	US	86/024,671	07/31/2013	PLANAR SYSTEMS, INC.
CLARITY VISUAL SYSTEMS	US	2,141,891	03/10/1998	CLARITY, A DIVISION OF PLANAR SYSTEMS, INC.
MISC. DESIGN (PROJECTOR TRADE DRESS)	US	3,195,406	01/09/2007	PLANAR SYSTEMS, INC.
PLANAR	US	1,351,460	07/30/1985	PLANAR SYSTEMS, INC.
PLANAR	US	2,991,697	09/06/2005	PLANAR SYSTEMS, INC.
PLASMAWALL (STYLIZED)	US	2,908,059	12/07/2004	PLANAR SYSTEMS, INC.
PROJECTAVISION	US	2,035,876	02/04/1997	PLANAR SYSTEMS, INC.
REFLECTION (STYLIZED)	US	2,917,053	01/11/2005	PLANAR SYSTEMS, INC.
AMI HAGIIVIT				
RUNCO	US	2,927,390	02/22/2005	PLANAR SYSTEMS, INC.

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EXHIBIT C Trademarks

Mark	Country Code	Application No./ Registration No.	Application Date/ Registration Date	Owner
RUNCO AND DESIGN	US	2,142,731	03/10/1998	PLANAR SYSTEMS, INC.
RUNCO THE WORLD'S FINEST HOME THEATER PRODUCTS AND DESIGN RUNCO THE WORLD'S THE	US	2,711,009	04/29/2003	PLANAR SYSTEMS, INC.
STEREOMIRROR	US	3,058,706	02/14/2006	PLANAR SYSTEMS, INC.
VIDEO XTREME	US	3,103,785	06/13/2006	PLANAR SYSTEMS, INC.
VIDIKRON	US	3,273,471	08/07/2007	PLANAR SYSTEMS, INC.
VIRTUALWIDE	US	3,011,455	11/01/2005	PLANAR SYSTEMS, INC.
VIVIX	US	2,960,009	06/07/2005	PLANAR SYSTEMS, INC.
VIVIX II	US	3,514,952	10/14/2008	PLANAR SYSTEMS, INC.
WIDEVISION	US	2,358,812	06/13/2000	PLANAR SYSTEMS, INC.

EXHIBIT D

Mask Works

Registration/ Application Number Registration/ Application <u>Date</u>

Registrant

Description

None

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