

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3317533

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
XPLORE TECHNOLOGIES CORP.	04/17/2015
RECEIVING PARTY DATA	
Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	6028765
Patent Number:	6101087
Patent Number:	8373980
Patent Number:	8699216
Patent Number:	8699220
Patent Number:	8873233
Patent Number:	8941981
Application Number:	14605682
CORRESPONDENCE DATA	
Fax Number:	(919)354-1278
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com
Correspondent Name:	SQUARE 1 BANK
Address Line 1:	406 BLACKWELL STREET
Address Line 2:	SUITE 240
Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	LEE CONNER
SIGNATURE:	/LEE CONNER-adb/

PATENT

DATE SIGNED:	04/20/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 17, 2015 by and between SQUARE 1 BANK ("*Bank*") and XPLORE TECHNOLOGIES CORP., 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 among Bank, Grantor and Xplore Technologies Corporation of America, a Delaware corporation, dated of even date herewith (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).

B. Extensions of credit by the Bank pursuant to the Loan Agreement are subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations.

C. 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, 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 (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 (collectively, "Intellectual Property Collateral").

This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto 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 each such party as a matter of law or equity. Each right, power and remedy of each party hereto 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 or Grantor, of any or all other rights, powers or remedies. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

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:

XPLORE TECHNOLOGIES CORP.

By 

Name: Michael Rapisand

Title: Chief Financial Officer

Address of Grantor:

14000 Summit Drive #900

Austin, TX 78728

Bank:

Square 1 Bank

By _____

Name _____

Title _____

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page to Intellectual Property Security Agreement (Parent)]

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:

XPLORE TECHNOLOGIES CORP.

By _____

Name: Michael Rapisand

Title: Chief Financial Officer

Address of Grantor:

14000 Summit Drive #900

Austin, TX 78728

Bank:

Square 1 Bank

By 

Name RICHARD SUIT

Title S.V.P.

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

[Signature Page to Intellectual Property Security Agreement (Parent)]

EXHIBIT A
COPYRIGHTS

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

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
U.S. Patent Titled "REMOVABLE HAND-GRIPS FOR A PORTABLE PEN-BASED COMPUTER"	U.S. Pat. No. 6,028,765	issued Feb 22, 2000
U.S. Patent Titled "PORTABLE PEN-BASED COMPUTER AND AUXILIARY UNIT FOR USE WITH A VEHICULAR DOCKING STATION"	U.S. Pat. No. 6,101,087	issued Aug 8, 2000
U.S. Patent Titled "SYSTEM FOR MOUNTING A DISPLAY TO A COMPUTER"	U.S. Pat. No. 8,373,980	issued Feb 12, 2013
U.S. Patent Titled "COMPUTER WITH DOOR-MOUNTED ELECTRONICS"	U.S. Pat. No. 8,699,216	issued Apr 15, 2014
U.S. Patent Titled "COMPUTER WITH REMOVABLE CARTRIDGE"	U.S. Pat. No. 8,699,220	issued Apr 15, 2014
U.S. Patent Titled "VEHICLE DOCK FOR RUGGEDIZED TABLET"	U.S. Pat. No. 8,873,233	issued Oct 28, 2014
U.S. Patent Titled "COMPUTER WITH HIGH INTENSITY SCREEN"	U.S. Pat. No. 8,941,981	issued Jan 27, 2015
U.S. Patent Application Titled "COMPUTER WITH HIGH INTENSITY SCREEN"	U.S. Pat. App. No. 14/605,682	filed Jan. 26, 2015

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
None	None	None