

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
Parallels Holdings, Ltd.		03/11/2010	CORPORATION: BERMUDA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78915989	COMPRESSOR
Serial Number:	78634672	PARALLELS
Serial Number:	78789032	DD
Serial Number:	78787341	DD PARALLELS
Serial Number:	78634657	DD PARALLELS
Serial Number:	78682116	DD
Serial Number:	77296207	PARALLELS DESKTOP
Serial Number:	77084572	COHERENCE
Serial Number:	77081595	TRANSPORTER
Serial Number:	77272667	SMARTSELECT

CORRESPONDENCE DATA

Fax Number: (505)213-5750
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202 293 1191

OP \$265.00 78915989

Email: george@bardmesserlaw.com
Correspondent Name: George S. Bardmesser
Address Line 1: 1025 Connecticut Avenue, N.W.
Address Line 2: Suite 1000
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	2230.0000000
NAME OF SUBMITTER:	GEORGE S. BARDMESSER
Signature:	/GB/
Date:	04/03/2010

Total Attachments: 19

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 11th day of March, 2010 by and between **PARALLELS HOLDINGS LTD.**, a company organized under the laws of Bermuda ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank").

RECITALS

A. Reference is made to that certain Loan and Security Agreement dated as of November 6, 2007, as amended by that certain First Loan Modification Agreement dated as of July 16, 2008 and that certain Consent, Joinder and Second Loan Modification Agreement dated as of October 31, 2008 (as so amended, the "Loan Agreement"); capitalized terms not defined herein having the meanings assigned to them in the Loan Agreement) among, inter alia, **PARALLELS INC.**, a Delaware corporation ("US Borrower") and **PARALLELS SOFTWARE INTERNATIONAL, INC.**, a BVI Business Company registered under the BVI Business Companies Act, 2004 ("BVI Borrower") (hereinafter, US Borrower and BVI Borrower are jointly and severally, individually and collectively, referred to as "Borrower"), Grantor, Parallels (Cyprus) Limited, a Cyprus corporation, and Bank pursuant to which Bank agreed to make certain Term Loans to Borrower.

B. The Obligations of Borrower are unconditionally guaranteed by Grantor pursuant to the terms of that certain Unconditional Guaranty dated as of November 6, 2007 by Grantor in favor of Bank (the "Parent Guaranty"), which Parent Guaranty is secured by (i) a certain Charge Over Shares dated as of November 6, 2007 with respect to the shares of the BVI Borrower, (ii) a certain Pledge and Security Agreement dated as of October 31, 2008 with respect to the shares of the US Borrower (collectively, the "Parent Pledge Agreements") and (iii) a certain Security Agreement dated as of the date hereof (the "Parent Security Agreement") with respect to the Additional Parent Collateral (as defined in the Parent Security Agreement).

C. Grantor and Borrower have notified Bank that Grantor, BVI Borrower and certain of their Affiliates have determined to enter into a cross-border merger or amalgamation transaction pursuant to which SWsoft Sphera, a BVI Business Company registered under the BVI Business Companies Act, 2004, and the BVI Borrower will be amalgamated with the Parent, and the Parent will continue as a Bermuda company (such transaction, the "Specified Amalgamation").

D. Grantor and Borrower have requested that Bank (a) consent to the consummation of the Specified Amalgamation and (b) agree to amend certain terms and conditions of the Loan Agreement. Bank is willing to do so, but only in accordance with, and subject to, the terms and conditions of that certain Consent and Third Loan Modification Agreement dated as of the date hereof (the "Third Modification").

E. It is a condition to Bank's willingness to enter into the Third Modification that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets which, in each case, consist of Additional Parent Collateral (as defined in the Parent Security Agreement), to secure the obligations of Grantor to Bank under the Parent Guaranty and otherwise.

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 all Grantor Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. 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 (the "Grantor Indebtedness"), including, without limitation, under the Parent Guaranty, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral acquired by Grantor from the BVI Borrower as a result of the consummation of the Specified Amalgamation (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following (in each case, solely to the extent acquired by Grantor from the BVI Borrower as a result of the consummation of the Specified Amalgamation):

(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, registered or unregistered, 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 EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, 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 which 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 service mark rights, slogans, trade dress, and tradenames, trade styles, 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");

(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");

(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, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses");

(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.

2. Authorization and Request. Grantor authorizes and requests that the Registrar General (Bermuda) (the "Registrar"), the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its Subsidiaries in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(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;

(f) Grantor shall use commercially reasonable efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) detect infringements of the 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.

(g) Grantor shall take such further actions as Bank may reasonably request from time to time to perfect or continue the perfection of Bank's interest in the Intellectual Property Collateral;

(h) To its knowledge, 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 and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement and the Parent Guaranty;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or

filing with, any U.S. or Bermuda governmental authority or U.S. or Bermuda regulatory body is required either (a) 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 Bermuda or (b) for the perfection in the United States or Bermuda or the exercise by Bank of its rights and remedies thereunder;

(j) 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.

(l) 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 or the rights and remedies of Bank in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Bank's Rights. 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, after fifteen (15) days' written notice to Grantor. 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.

5. Inspection Rights. Grantor hereby grants to Bank and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-(6) 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 once in every six (6) months; provided, however, that nothing herein shall entitle Bank access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Bank, subject to any prior licenses, encumbrances 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 and Bermuda, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the Registrar, the United States Patent 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 Copyrights, Patents, Trademarks, and Mask Works which, in each case, are Intellectual Property Collateral 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) In addition to section 6(a) above, Grantor shall not register any Copyrights that are Intellectual Property Collateral or Mask Works that are Intellectual Property Collateral with the

Registrar or the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Bank of its intent to register such Copyrights or Mask Works and has provided Bank with a copy of the application it intends to file with the Registrar or 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 security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the Registrar or the United States Copyright Office contemporaneously with filing the Copyright application(s) with the Registrar or the United States Copyright Office. Grantor shall promptly provide to Bank a copy of the Copyright application(s) with respect to Intellectual Property filed with the Registrar or 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 security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Bank of any application filed by Grantor with the Registrar or the United States Patent Trademark Office for a patent that is Intellectual Property Collateral or to register a trademark that is Intellectual Property Collateral or service mark that is Intellectual Property Collateral within thirty (30) days of any such filing.

(c) 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, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining 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 which, in each case, are Intellectual Property Collateral, 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, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Bank deems appropriate, in order to further perfect or protect Bank's interest in the Intellectual Property Collateral.

7. Events of Default. 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 any document from Grantor to Bank; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement in any material respect.

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 Massachusetts 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 designated by Bank. Bank shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works which, in each case, are Intellectual Property Collateral, 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 attorney's fees) incurred by Bank in connection with the exercise of any of Bank's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Bank's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Bank and its officers, 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. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Bank shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. 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. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. 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.

14. Law and Jurisdiction. Massachusetts law governs this IP Agreement without regard to principles of conflicts of law. Grantor and Bank each submit to the exclusive jurisdiction of the State and Federal courts in Massachusetts; provided, however, that if for any reason Bank cannot avail itself of such courts in the Commonwealth of Massachusetts, Grantor accepts jurisdiction of the courts and venue in Santa Clara County, California. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE INTELLECTUAL PROPERTY COLLATERAL OR TO OTHERWISE ENFORCE LENDER'S RIGHTS AGAINST GRANTOR OR THE INTELLECTUAL PROPERTY COLLATERAL.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND LENDER EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS IP AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS IP AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

15. Confidentiality. In handling any confidential information, Bank shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (a) to Bank's subsidiaries or affiliates who are bound by substantially similar confidentiality obligations; (b) to prospective transferees or purchasers of any interest in the Term Loans (provided, however, Bank shall obtain such prospective transferee's or purchaser's agreement to the terms of this provision prior to any such disclosure); (c) as required by law, regulation, subpoena, or other order; (d) to Bank's regulators or as otherwise required in connection with Bank's examination or audit; and (e) as

Bank reasonably considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (i) is in the public domain or in Bank's possession when disclosed to Bank, or becomes part of the public domain after disclosure to Bank; or (ii) is disclosed to Bank by a third party, if Bank does not know that the third party is prohibited from disclosing the information.

[signature pages follow]

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

GRANTOR:

PARALLELS HOLDINGS LTD.

By: 
Name: YAKOV ZUBAREV
Title: VICE PRESIDENT

Address of Grantor:

c/o Alexanders
Belvedere Bld., 71
Pitts Bay Rd, ground floor
Pembroke, HM 08 Bermuda
tel (441) 292-9332

LENDER:

SILICON VALLEY BANK

By: _____
Name:
Title:

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

GRANTOR:

PARALLELS HOLDINGS LTD.

By: _____

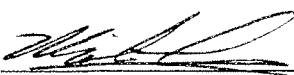
Name:

Title:

Address of Grantor:

LENDER:

SILICON VALLEY BANK

By:  _____

Name: *MIMI LE*

Title: *RELATIONSHIP MANAGER*

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated March 11, 2010.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None.

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None.

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

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IF DIFFERENT FROM GRANTOR</u>
Parallels Desktop 5 for Mac	Sept. 2, 2009	Private Beta Sept. 29, 2009		Parallels Holdings, Ltd. and its affiliates
Parallels Desktop Switch for Mac Solution	July 17, 2009	Oct. 1, 2009		Parallels Holdings, Ltd. and its affiliates
Parallels Desktop 4 for Windows and Linux	July 16, 2009	Private Beta Aug. 22, 2009		Parallels Holdings, Ltd. and its affiliates
Parallels Workstation Extreme	April 16, 2009	April 17, 2009		Parallels Holdings, Ltd. and its affiliates
Parallels Solution for Windows 7	Not released yet	Not released yet		Parallels Holdings, Ltd. and its affiliates
Parallels Server 3.0 for Mac	Dec. 28, 2007	June 7, 2008		Parallels Software International, Inc.

Parallels Server
for Bare Metal

May 27, 2009

Sept. 24, 2009

Parallels Holdings, Ltd.
and its affiliates

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated March 11, 2010.

EXHIBIT "B"

PATENTS

<u>PATENT DESCRIPTION</u>	<u>PATENT OR DOCKET NO.</u>	<u>COUNTRY</u>	<u>APPLICATION OR SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
Kernel acceleration for virtual machine optimization	7,555,592	USA		6/30/2009	Registered
Fast stub and frame technology for virtual machine optimization	7,581,085	USA		8/25/2009	Registered
Memory segment emulation model for virtual machine	7,506,096	USA		3/17/2009	Registered
Paging cache optimization for virtual machine	7,596,677	USA		9/29/2009	Registered
Methods and systems for safe execution of guest code in virtual machine context	7,647,589	USA		1/12/2010	Registered
System and method for starting virtual machine monitor in common with already installed operating system		USA	11/348,382	2/7/2006	Applied
Seamless integration and installation of non-native application into native operating system		USA	11/739,131	4/24/2007	Applied
Portable virtual machine		USA	11/740,936	4/27/2007	Applied
Expansion of virtualized physical memory of virtual machine		USA	11/558,498	11/10/2006	Applied
Lightweight virtual machines and increasing density of virtual machines in a computer system		USA	60/894,465	3/13/2007	Applied
Continuous processing		USA	60/948,655	7/9/2007	Applied

data packets using
virtual usb controller

Method and system for creation, analysis and navigation of virtual snapshots	USA	60/979,126	10/11/2007	Applied
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System and method for virtualization using an open bus hypervisor	USA	60/951,147	7/20/2007	Applied
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Virtualization system with hypervisor embedded in bios or using extensible firmware interface	USA	60/945,882	6/22/2007	Applied
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Lightweight virtual machines and increasing density of virtual machines in a computer system	USA	60/979,104	10/11/2007	Applied
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Method and system for unattended installation of guest operating system	USA	60/948,779	7/10/2007	Applied
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System and method for virtualization using an open bus hypervisor	USA	60/951,147	7/20/2007	Applied
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Virtualization system with hypervisor embedded in bios or using extensible firmware interface	USA	60/945,882	6/22/2007	Applied
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Lightweight virtual machines and increasing density of virtual machines in a computer system	USA	60/979,104	10/11/2007	Applied
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Secure domain in virtual environment	USA	61/245,251	9/23/2009	Applied
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Hardware dedication for virtual machines and virtual environments	USA	61/241,043	9/10/2009	Applied
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Use of GPU for support and acceleration of virtual machines and	USA	61/230,943	8/3/2009	Applied
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environments

Seamless integration, migration and installation of non-native application into native operating system	USA	61/175,088	5/4/2009	Applied
Virtual execution environment for software delivery and feedback	USA	61/166,722	4/4/2009	Applied
Seamless integration and installation of non-native applications and widgets into native operating system	USA	61/037,237	3/17/2008	Applied
Method and system for remote device access	USA	61/031,932	2/27/2008	Applied
Accessing a remote virtual environment without user authentication	USA	12/340,903	12/22/2008	Applied
Method and system for unattended installation of guest operating system	USA	60/948,779	7/10/2007	Applied
Seamless integration and installation of non-native application into native operating system	USA	60/823,988	8/30/2006	Applied
Expansion of virtual process memory	USA	60/806,221	6/29/2006	Applied
Portable virtual machine	USA	60/746,021	4/28/2006	Applied
Seamless integration of non-native application into native operating system	USA	60/745,532	4/25/2006	Applied
Segment Emulation Model for Virtual Machine	USA	60/723,931	10/6/2005	Applied
Fast stub technology for virtual machine optimization	USA	60/714,847	9/8/2005	Applied
Smart kernel acceleration	USA	60/710,143	8/23/2005	Applied

for virtual machine optimization				
System and Method for Starting Virtual Machine Monitor in Common with Already Installed Host Operating System	USA	60/650,135	2/7/2005	Applied
Expansion of virtualized physical memory of virtual machine	USA	12/698,843	2/2/2010	Applied
Methods and systems for safe execution of guest code in virtual machine context	USA	12/647,414	12/25/2009	Applied
Paging cache optimization for virtual machine	USA	12/559,556	9/15/2009	Applied
Fast stub and frame technology for virtual machine optimization	USA	12/511,096	7/29/2009	Applied
Seamless integration and installation of non-host application into native operating system	USA	12/501,420	7/11/2009	Applied
Kernel acceleration technology for virtual machine optimization	USA	12/483,970	6/12/2009	Applied
Seamless integration of non-native widgets and windows with dynamically scalable resolution into native operating system	USA	TBD	3/15/2009	Applied
Method and system for remote device access in virtual environment	USA	12/393,000	2/25/2009	Applied
Method and system for creation, analysis and navigation of virtual snapshots	USA	12/248,929	10/10/2008	Applied
System and method for virtualization using an	USA	12/176,085	7/18/2008	Applied

open bus hypervisor

Processing isochronous data packets using virtual usb controller	USA	12/169,475	7/8/2008	Applied
Virtualization system with hypervisor embedded in bios or using extensible firmware interface	USA	12/143,893	6/23/2008	Applied
Method and system for unattended installation of guest operating system	USA	12/143,570	6/20/2008	Applied
System and method for restoration of an execution environment from hibernation into a virtual or physical machine	USA	12/050,409	3/18/2008	Applied
Lightweight virtual machines and increasing density of virtual machines in a computer system	USA	12/048,046	3/13/2008	Applied
Symmetric multiprocessing with virtual CPU and VSMP technology	USA	12/032,991	2/11/2008	Applied
Seamless integration and installation of non-native application into native operating system	USA	12/028,816	2/10/2008	Applied
Guest operating system code optimization for virtual machine	USA	11/951,934	12/6/2007	Applied

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated March 11, 2010.

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
PARALLELS	International	2354 004W000	903 503	Approved in EU, Singapore, Japan
COMPRESSOR	USA	78915989	3292493	
PARALLELS	USA	78634672	3109113	
DD	USA	78789032	3174079	
DD PARALLELS	USA	78787341	3174054	
DD PARALLELS	USA	78634657	3134404	
DD	USA	78682116	3093321	
PARALLELS DESKTOP	USA	77296207		
COHERENCE	USA	77084572		
TRANSPORTER	USA	77081595	3278114	
SMARTSELECT	USA	77272667		

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated March 11, 2010.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>	<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated March 11, 2010.

EXHIBIT "E"

LICENSES

None.