U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FOOTHILL CAPITAL CORPORATION

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [✓] Corporation- State: California
- [ ] Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? [ ] Yes [✓] No

3. Nature of conveyance)/Execution Date(s):

Execution Date(s) May 17, 2005

- [ ] Assignment
- [ ] Merger
- [ ] Security Agreement
- [ ] Change of Name
- [✓] Other Release of Security Interests

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? [ ] Yes [✓] No

Name: EVANS & SUTHERLAND COMPUTER CORP.

Internal Address: _____

Street Address: 600 Komas Drive

City: Salt Lake City

State: UTAH

Country: USA   Zip: 84108

- [ ] Association   Citizenship _____
- [ ] General Partnership Citizenship _____
- [ ] Limited Partnership Citizenship _____
- [✓] Corporation   Citizenship Utah
- [ ] Other _____   Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: [ ] Yes [ ] No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See Exhibit "A" attached hereto

B. Trademark Registration No.(s)
See Exhibit "B" attached hereto

Additional sheet(s) attached? [ ] Yes [ ] No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See Exhibit "B" attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Snell & Wilmer L.L.P.

Internal Address: John H. Platt

Street Address: One Arizona Center, 400 E. Van Buren St.

City: Phoenix

State: AZ   Zip: 85004-2202

Phone Number: 602-382-6367

Fax Number: 602-382-6070

Email Address: jplatt@swlaw.com

6. Total number of applications and registrations involved: 42

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 965.00

- [ ] Authorized to be charged by credit card
- [✓] Authorized to be charged to deposit account
- [ ] Enclosed

8. Payment Information:

a. Credit Card   Last 4 Numbers _____
                 Expiration Date _____

b. Deposit Account Number 19-2014

Authorized User Name John H. Platt

9. Signature: _John H. Platt_   Nov 23, 2005

Signature   Date

John H. Platt

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 48

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700227037

TRADEMARK
REEL: 003233 FRAME: 0141

ANTI-ALIASED, TEXTURED, GEOCENTRIC AND LAYERED FOR GRAPHICS DISPLAY METHOD AND APPARATUS	09/157,710	09/21/1998
VIRTUAL GRAPHICS FIRST-IN, FIRST-OUT DATA MEMORY	09/271,587	03/18/1999

EXHIBIT "B"

UNITED STATES ISSUED TRADEMARKS

Application Serial No.	Registration No.	Mark
73763736	1548086	DIGSTAR
73818731	1622171	ESIG
74093994	1655408	ESV
74189974	1787394	ESRIG
74189975	1782050	EASIEST
74189976	1823613	THEMEL
74315844	1978627	GOLD COAST
74345663	1887805	FREEDOM SERIES
74353601	1794796	E & S
74447228	1875112	VELOCITY
74686686	1970117	RAPID SCENE
75067078	2255816	STARRIDER
75183562	2252062	SUPER TEXTURE
75191073	2285879	HARMONY
75234389	2153225	REAL IMAGE
75312443	2246784	REALIMAGE
75334674	2180671	GLAZE
75490078	2270598	INTEGRATOR
75509294	2274250	E & S

75514194	NONE	SYMPHONY
75537634	2753336	MELODY
75537635	NONE	ENSEMBLE
75551058	2443118	CHANLOCK
75551059	NONE	THE POWER BEHIND THE SCENES

EXHIBIT "B" (Cont'd)

UNITED STATES ISSUED TRADEMARKS

Application Serial No.	Registration No.	Mark
75586555	2432687	ESCP 2000
75586556	2468759	ESCP3000
75641096	2686885	E&S RAPIDSITE
75641440	2391030	CLEANLINE
75641442	NONE	RAPIDSITE
75735682	2538917	EVANS & SUTHERLAND
75786770	2866990	SENSOR TEXTURE
75898683	2519337	SIMFUSION
75906645	2426849	ESDIRECT
75923557	NONE	SUPERTITLER
75923679	NONE	SUPERTITLER
76015157	NONE	OPENSIM
76015158	NONE	VISION 360
76047684	2557170	STUDIO ON A CHIP
76077390	NONE	REAL IMAGE: WHEN QUALITY MATTERS
76087632	2572959	THE POWER BEHIND THE SCENES
76092499	NONE	LASERWIDE
76099436	NONE	SHOWMAKER

EXHIBIT "A"

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
COMMAND LANGUAGE SYSTEM FOR INTERACTIVE COMPUTER	4539638	09/03/1985
SHADOW MASK COLOR SYSTEM WITH CALLIGRAPHIC DISPLAYS	4499457	02/12/1985
COMPUTER GRAPHICS SYSTEM OF GENERAL SURFACE RENDERING BY EXHAUSTIVE SAMPLING	4625289	11/25/1986
CURVILINEAR DYNAMIC IMAGE GENERATION SYSTEM	4763280	08/09/1988
SYSTEM FOR TEXTURING COMPUTER GRAPHICS IMAGES	4855934	08/08/1989
COMPUTER GRAPHICS PIXEL PROCESSING SYSTEM	4873515	10/10/1989
COMPUTER GRAPHICS PRIORITY SYSTEM WITH ANTIALIASING	4918626	04/17/1990
COMPUTER GRAPHICS WINDOWING SYSTEM FOR THE DISPLAY OF MULITPLE DYNAMIC IMAGES	4954819	09/04/1990
MULTIPROCESSOR TASK SCHEDULING SYSTEM	4985831	01/15/1991
COMPUTER GRAPHICS DYNAMIC CONTROL SYSTEM	5061919	10/29/1991
REAL TIME VEHICLE SIMULATION SYSTEM	4952152	08/28/1990
VIDEO GRAPHICS SYSTEM AND PROCESS FOR WIDE FIELD COLOR DISPLAY	5242306	09/07/1993
SYSTEM FOR LINE INTERPOLATION FOR COMPUTER GRAPHICS DISPLAYS	5381519	01/10/1995

EXHIBIT "A" (Cont'd)

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
AREA OF INTEREST DISPLAY SYSTEM WITH OPTO/MECHANICAL IMAGE COMBINING	5326266	07/05/1994
COMPUTER GRAPHICS FOR ANIMATION BY TIME-SEQUENCED TEXTURES	5561745	10/01/1996
COMPUTER GRAPHICS SYSTEM WITH PARALLEL PROCESSING USING A SWITCH STRUCTURE	5408606	04/18/1995
IMAGE TEXTURING SYSTEM HAVING THEME CELLS	5748867	05/05/1998
SYSTEM FOR POLYGON INTERPOLATION USING INSTANTANEOUS VALUES IN A VARIABLE	5361386	11/01/1994
COMPUTER GRAPHICS PARALLEL SYSTEM WITH TEMPORAL PRIORITY	5574847	11/12/1996
HEAD- MOUNTED PROJECTION DISPLAY SYSTEM FEATURING BEAM SPLITTER AND METHOD OF MAKING SAME	5572229	11/05/1996
HANG GLIDING SIMULATION SYSTEM WITH A STEREOSCOPIC DISPLAY AND METHOD OF SIMULATING HANG GLIDING	5584696	12/17/1996
ATTRIBUTE BLENDING SYSTEM FOR COMPOSING COMPUTER-GRAPHIC IMAGES FROM OBJECTS	5490238	02/06/1996
COMPUTER GRAPHICS PIXEL RENDERING SYSTEM WITH MULTI-LEVEL SCANNING	5598517	01/28/1997

METHOD AND APPARATUS FOR ZOOMING IMAGES ON A VIDEO DISPLAY	5657047	08/12/1997

EXHIBIT "A" (Cont'd)

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
COMPUTER GRAPHICS SYSTEM AND PROCESS FOR ADAPTIVE SUPERSAMPLING	5651104	07/22/1997
SYSTEM AND METHOD FOR IMPROVING PIXEL UPDATE PERFORMANCE	5841447	11/24/1998
SYSTEM AND METHOD FOR DISPLAYING TEXTURED POLYGONS USING PLANAR TEXTURE INTERPOLATION	5734386	03/31/1998
DIRECT RENDERING OF TEXTURED HEIGHT FIELDS	5579456	11/26/1996
IMAGE MAPPING SYSTEM AND PROCESS USING PANEL SHEAR TRANSFORMS	5850225	12/15/1998
RENDERING GLOBAL MACRO TEXTURE, FOR PRODUCING A DYNAMIC IMAGE AS ON A COMPUTER GENERATED TERRAIN, SEEN FROM A MOVING VIEWPOINT	5699497	12/16/1997
MULTIPLE LEVEL COMPUTER GRAPHICS SYSTEM WITH DISPLAY LEVEL BLENDING	5621869	04/15/1997
COMPUTER GRAPHICS SYSTEM WITH ADAPTIVE PIXEL MULTISAMPLER	5818456	10/06/1998

PROJECTION SCREEN WITH RETRO-REFLECTIVE CALIBRATION POINTS, PLACEMENT TOOL AND METHOD	5638208	06/10/1997

EXHIBIT "A" (Cont'd)

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
HANG GLIDING SIMULATION SYSTEM WITH A STEREOSCOPIC DISPLAY	5908300	06/01/1999
COMPUTER GRAPHICS PIXEL RENDERING SYSTEM WITH MULTI-LEVEL SCANNING	5821944	10/13/1998
PLACEMENT TOOL FOR RETRO-REFLECTIVE CALIBRATION POINTS	5825538	10/20/1998
METHOD FOR RENDERING SHADOWS ON A GRAPHICAL DISPLAY	5870098	02/09/1999
METHOD FOR REDUCING THE RENDERING LOAD FOR HIGH DEPTH COMPLEXITY SCENES ON A COMPUTER GRAPHICS DISPLAY	6052125	04/18/2000
PIXEL SHADING SYSTEM	6147690	11/14/2000
COMPUTER GRAPHICS SYSTEM WITH ADAPTIVE PIXEL MULTISAMPLER	5943060	08/24/1999
REAL-TIME MULTI-SENSOR SYNTHETIC ENVIRONMENT CREATED FROM A FEATURE AND TERRAIN DATABASE USING INTERACTING AND UPDATABLE ABSTRACT MODELS	6128019	10/03/2000

| COMPUTER GRAPHICS PIXEL RENDERING SYSTEM WITH MULTI-LEVEL SCANNING | 6236408 | 05/22/2001 |

EXHIBIT "A" (Cont'd)

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
AREA OF INTEREST DISPLAY SYSTEM WITH IMAGE COMBINING USING ERROR DITHERING	5980044	11/09/1999
METHOD FOR TIME BASED SHADOW RENDERING	6195099	02/27/2001
SPAN-BASED MULTI-SAMPLE Z-BUFFER PIXEL PROCESSOR	6404425	06/11/2002
MULTI-LEVEL CACHE CONTROLLER	6437789	08/20/2002
SYSTEM AND METHOD FOR REDUCING THE RENDERING LOAD FOR HIGH DEPTH COMPLEXITY SCENES ON A COMPUTER GRAPHICS DISPLAY	6362818	03/26/2002
PATIENT-INTERACTIVE METHOD AND APPARATUS FOR MEASURING EYE REFRACTION	5988814	11/23/1999
SYSTEM AND METHOD FOR ANTIALIASING BUMP TEXTURE AND BUMP MAPPING	6525740	02/25/2003
STROKE TO RASTER CONVERTER SYSTEM	6496160	12/17/2002

PROCESS FOR ANTICIPATION AND TRACKING OF EYE MOVEMENT	6574352	06/03/2003

EXHIBIT "A" (Cont'd)

UNITED STATES ISSUED PATENTS

Title	Patent Number	Issue Date
METHOD AND APPARATUS FOR MULTI – LEVEL IMAGE ALIGNMENT	6433840	08/13/2002
MIP MAPPING BASED ON MATERIAL PROPERTIES	6473090	10/29/2002
SCREEN SPACE EFFECTS UTILIZING THE ALPHA CHANNEL AND THE ALPHA BUFFER	6603482	08/05/2003
METHOD AND SYSTEM FOR ANTIALIASED PROCEDURAL SOLID TEXTURING	6788304	09/07/2004
RAPIDLY OSCILLATING LASER LIGHT SOURCE	6711187	03/23/2004
METHOD FOR REDUCING TRANSPORT DELAY IN AN IMAGE GENERATOR	6801205	10/05/2004

UNITED STATES PENDING PATENTS

Title	Serial Number	Filing Date

RELEASE OF SECURITY INTERESTS

This Release of Security Interests in Patents, Trademarks, and Copyrights is made as of February ___, 2005 by FOOTHILL CAPITAL CORPORATION, a California corporation with a principal place of business at 2450 Colorado Blvd., Suite 3000W, Santa Monica, CA 90404 (the "Secured Party").

WHEREAS EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation with a principal place of business at 600 Komas Drive, Salt Lake City, UT 84108, and any related parties (the "Grantors") owns the patents, trademarks, and copyrights listed respectively on Exhibits "A", "B", and "C" hereto, and also listed on Exhibit "D" hereto (collectively, the "Listed Patents, Trademarks, and Copyrights"), which patents, trademarks, and copyrights are granted, registered and/or pending in the United States Patent and Trademark Office (the "USPTO"), the United States Copyright Office (the "CPO"), and/or any foreign patent, trademark and/or copyright offices; and

WHEREAS, the Grantors have granted to the Secured Party security interests in certain intellectual property, including the Listed Patents, Trademarks, and Copyrights, and the applications and/or grants/registrations thereof, as set forth in the following document:

> The "Intellectual Property Security Agreement" dated December 14, 2000,
>   executed by the Grantors, and previously filed and recorded in the USPTO
>   and CPO.

(the "Intellectual Property Security Agreement") attached hereto as Exhibit "D"; and

WHEREAS, the Secured Party has agreed to release its security interests in all of the Grantors' patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, and any registrations issuing therefrom, including the Listed Patents, Trademarks, and Copyrights, and further including all goodwill associated with the foregoing, and any other rights and interest it might have, in the United States or foreign countries, arising out of the Intellectual Property Security Agreement and/or any other agreements;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby releases any and all security interests in any and all of the Grantors' intellectual property as granted by the Intellectual Property Security Agreement and/or any other agreements, including, but not necessarily limited to all patents, patent applications, trademarks, trademark applications, copyrights, copyright applications, and any registrations issuing therefrom, including the Listed Patents, Trademarks, and Copyrights, including any rights and interest it might have in the United States or foreign

countries, and further including all goodwill associated with the foregoing.

EXECUTED on this __17th__ day of __May__, 2005.

FOOTHILL CAPITAL CORPORATION

By _Larissa Megerdichian_

Its __Vice President__

Agent and Secured Party

STATE OF CALIFORNIA   )
) ss.
County of __LOS ANGELES__)

On this __17th__ day of __May__, 2005, before me, a notary public in and for said county, appeared __Larissa Megerdichian__ the ————————————, of FOOTHILL CAPITAL CORPORATION, a California corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

(Seal)

K. MELISSA CHAVEZ
Comm. # 1581409
NOTARY PUBLIC-CALIFORNIA
Los Angeles County
My Comm. Expires March 19, 2009

Notary Public

My commission expires:

March 19, 2009

EXHIBIT "C"

UNITED STATES ISSUED COPYRIGHTS

Any and all copyrights listed under the following:

Document V3463 P60 (COHD)
Date Recorded: December 18, 2000
Date Executed: as of December 14, 2000; date of certificate: December 15, 2000
Party 1: Evans & Sutherland Computer Corporation
Party 2: Foothill Capital Corporation
Note: Cross 353D7 circa 587 ORCA & 52 other titles. Titles appear in V3463 D61. Intellectual
Property Security Agreement
Document Location: V3463 D60-61 P1-33 US Copyright Office

And,

Document V3463 P61 (COHD)
Date Recorded: December 18, 2000
Date Executed: as of December 14, 2000; date of certificate: December 15, 2000
Party 1: Evans & Sutherland Computer Corporation
Party 2: Foothill Capital Corporation
Note: Cross 353D7 circa 587 ORCA & 52 other titles. Intellectual Property Security Agreement
Document Location: V3463 D60-61 P1-33 US Copyright Office

Title	Registration Number	Registration Date
Cross 353D7 circa 587 ORCA	MW-2-84	07/22/87
Data formatter	MW-2-033	08/01/86
Delta calculator	MW-2-289	01/13/87
Depth cue	MW-2-286	01/13/87
Divider	MW-2-287	01/13/87
DNA.1	MW-1-795	04/21/86
Evans & Sutherland Computer Division	MW-5-455	12/26/89

Title	Registration Number	Registration Date
ORCA (M) 1988 PMM5 Dec 88		
Evans & Sutherland Computer Division ORCA (M) 1989 CX NID 23E	MW-4-552	04/10/89
Evans & Sutherland Computer Division ORCA (M) 1989 1B 512E Sep 89	MW-5-456	12/26/89

EXHIBIT "C" (Cont'd)

UNITED STATES ISSUED COPYRIGHTS

Title	Registration Number	Registration Date
Evans & Sutherland Computer Division ORCA (M) 1989 PMMB 2E Apr 89	MW-4-779	05/18/89
Evans & Sutherland Computer Division PIXP (M) 1989 PP 43 Oct 1989	MW-5-350	11/14/89
Fifo/stack/bus controller	MW-2-284	01/13/87
Fortran code generator	TX-2-869-817	04/09/90
Fortran code generator. By Evans & Sutherland	TX-3-178-110	11/19/90
IU2 chip 4E	MW-4-296	12/23/88
Link 8SP3E SEP 88 ORCA (M) 1987	MW-4-193	11/18/88
Multiplier	MW-2-288	01/13/87
ORCA (M) 1987 REG SP2 Aug 87	MW-4-305	01/24/89
ORCA (M) 1988 Oct 1988 IB 374E	MW-4-326	01/03/89
Pixel processor	MW-2-285	01/13/87
PMM 4SP2 Jul 87 ORCA (M) 1987	MW-2-929	08/20/87
REG SP2 Aug 87 ORCA (M) 1987	MW-4-006	10/04/88
Solid-state light modulator chip	MW-3-047	09/01/87

EXHIBIT "C" (Cont'd)

UNITED STATES COPYRIGHT APPLICATIONS

Title	Filing Date
3D SignGen	11/16/2000
AccelGALAXY 2100	11/16/2000
Airport Construction Tool	11/16/2000
Database Creation Tool	11/16/2000
Digistar V2.2	11/16/2000
E&S Lighting 1200	11/16/2000
E&S RAPIDsite	11/16/2000
E&S Tornado 3000	11/16/2000
FaSIEST	11/16/2000
Ensemble Run Time Kernel	11/16/2000
ESCP DCPC Software	11/16/2000
ESCP Projector Software	11/16/2000
Flight to Integrator Converter with E&S multigen extensions	11/16/2000
GLAZE	11/16/2000
GT Decorator	11/16/2000
Harmony Run Time Kernel	11/16/2000
Integrator (Master Graph)	11/16/2000
Integrator Application	11/16/2000
Integrator to Harmony Optimized Graph Converter	11/16/2000
Integrator-to-Mission-Function-Generator-Converter	11/16/2000

Title	Filing Date
Mission Function Generator Real time Software	11/16/2000
Parametric Feature Editor	11/16/2000
Sensor PP1.0 Application software (also Sensor Post Processor Software, irpp.exe	11/16/2000
ShowMaker 5.0	11/16/2000
SimFUSION Software Release 2.0 also referred to as OPENSim Software Release 2.0	11/16/2000

EXHIBIT "C" (Cont'd)

UNITED STATES COPYRIGHT APPLICATIONS

Title	Filing Date
Terrain Construction Tool	11/16/2000
Tile Mosaic Tool	11/16/2000
Transposer (IDF based)	11/16/2000
Vanguard Radar Application Software (also; RadarSrvc.exe, Srvc.exe)	11/16/2000
Vistaview/Targetview VME Software	11/16/2000

EXHIBIT "D"

ORIGINAL INTELLECTUAL PROPERTY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("Agreement"), is entered into as of December 14, 2000, between FOOTHILL CAPITAL CORPORATION, a California corporation ("Foothill"), with a place of business located at 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 and EVANS & SUTHERLAND COMPUTER CORPORATION, a Utah corporation ("Borrower"), with its chief executive office located at 600 Komas Drive, Salt Lake City, Utah 84108.

     A.   Debtor and Foothill are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement, the "Loan Documents"); and

     B.   Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Foothill.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1.   DEFINITIONS AND CONSTRUCTION.

     1.1   **Definitions.** The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

     (i)   Trademarks: Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights, and the associated goodwill;

     (ii)   All of Debtor's right to the trademark registrations and trademark applications listed on Schedule A, attached hereto, as the same may be updated from time to time;

     (iii)   All of Debtor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for,

renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

     (iv) Patents: Each of the patents and patent applications which are presently, or in the future may be owned, issued, acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

     (v) All of Debtor's right, title, and interest, in and to the patents and patent applications listed on Schedule B, attached hereto, as the same may be updated hereafter from time to time;

     (vi) All of Debtor's right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Debtor or in the name of Foothill for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

     (vii) Copyrights: Each of the common law copyrights, copyright registrations, copyright applications, and works protectable by copyright, whether published or unpublished, which are presently, or in the future may be, owned, created, authored (as a work for hire), acquired, or used (whether pursuant to a license or otherwise) by Debtor, in whole or in part, and all copyright rights with respect thereto and all registrations therefor or hereafter granted or applied for, throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits) and rights to renew and extend such copyrights and copyright rights;

     (viii) All of Debtor's right, title, and interest, in and to the copyright registrations and copyright applications listed on Schedule C, attached hereto, as the same may be updated hereafter from time to time;

     (ix) All of Debtor's right, title, and interest to register all common law copyrights, copyright registrations, copyright applications, and works protectable by copyright, whether published or unpublished, and copyrights under any federal copyright law or regulation of any foreign country and to apply for, renew, and extend the copyright registrations and copyright rights, the right (without obligation) to sue in the name of Debtor or in the name of Foothill for past, present, and future infringements of the copyrights and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

     (x) All general intangibles relating to the foregoing; and,

     (xi) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise

CARE.-FL\KMB.-FL\65390KMB.doc   2

included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Debtor to Foothill, whether direct, indirect, liquidated, or contingent, and whether arising under this Agreement, the Loan Agreement, any other of the Loan Documents, or otherwise, including all costs and expenses described in Section 12.8 hereof.

    1.2   **Construction.** Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Debtor, Foothill, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Foothill and Debtor.

    2.   **GRANT OF SECURITY INTEREST.**

Debtor hereby grants to Foothill a first-priority security interest in all of Debtor's right, title, and interest in and to the Collateral to secure the Obligations.

    3.   **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

Debtor hereby represents, warrants, and covenants that:

    3.1   **Trademarks; Service Marks; Patents; Copyrights.**

    (i)   A true and complete schedule setting forth all federal, state, and foreign trademark and service mark registrations and applications with respect to the trademarks and service marks which Debtor is using, or intends to use, and does not intend to abandon; and those trademarks and service marks owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill, with respect to the filing or issuance thereof and expiration dates is set forth on Schedule A;

    (ii)   A true and complete schedule setting forth all United States and foreign patents and patent applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill with respect to the filing or issuance thereof and expiration dates is set forth on Schedule B;

(iii)   A true and complete schedule setting forth all United States copyright registrations and applications owned or controlled by Debtor or licensed to Debtor, together with a summary description and such information as may be reasonably requested by Foothill with respect to the filing or issuance thereof and expiration dates is set forth on Schedule C;

3.2   Validity; Enforceability. To Debtor's knowledge, each of the patents and registered service marks, trademarks, and copyrights listed on the attached Schedules A, B, and C, is valid and enforceable, and Debtor is not presently aware of any present claim by any third party that any of such patents, service marks, trademarks, or copyrights are invalid or unenforceable, or that the use of any such patents, service marks, trademarks, or copyrights violates the rights of any third person, or of any basis for any such claims;

3.3   Title. Debtor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, registered service marks, trademarks, and copyrights listed on the attached Schedules A, B, and C, free and clean of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Debtor not to sue third persons;

3.4   Notice. Debtor has used and will continue to use proper statutory notice in connection with its use of each of the patents, service marks, trademarks, and copyrights;

3.5   Quality. Debtor has used and will continue to use consistent standards of high quality (which may be consistent with Debtor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the service marks and trademarks, as long as such service marks and trademarks are being used;

3.6   Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of the State of Utah and filings with the United States Patent and Trademark Office and United States Copyright Office and filings with any foreign patent, trademark, and copyright offices necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Debtor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Debtor or for the perfection of or the exercise by Foothill of its rights hereunder to the Collateral in the United States.

4.   AFTER-ACQUIRED SERVICE MARK, TRADEMARK, COPYRIGHT, OR PATENT RIGHTS.

If Debtor shall obtain rights to any new patents (including any reissues, divisions, or continuations), or registrations for service marks, trademarks, or copyrights, or file or become entitled to the benefit of any patent application (including any reissue, division, or continuation) or any application for the registration of a service mark, trademark, or copyright, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing

CARE.-FLXMR.-FL\6839KMB.doc

4

to Foothill with respect to any such new patents, registrations or applications, or renewals or extensions thereof. Debtor shall bear any expenses incurred in connection with future patents or patent applications, service mark applications or registrations, trademark applications or registrations, or copyright applications or registrations.

5.   **LITIGATION AND PROCEEDINGS.**

Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Foothill any information with respect thereto requested by Foothill. Foothill shall provide at Debtor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor's becoming aware thereof, Debtor shall notify Foothill of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor's claim of ownership in any of the patents, service marks, trademarks, or copyrights, its right to apply for the same, or its right to keep and maintain such patent, service mark, trademark, or copyright rights.

6.   **POWER OF ATTORNEY.**

Debtor grants Foothill power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time following an Event of Default in Foothill's discretion, to take any action and to execute any instrument which Foothill may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Debtor's name on all applications, documents, papers, and instruments necessary for Foothill to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Foothill may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Foothill's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7.   **RIGHT TO INSPECT.**

Subject to Debtor's applicable security clearance requirements, Debtor grants to Foothill and its employees and agents the right to visit Debtor's plants and facilities which manufacture, inspect, or store products sold under any of the patents, trademarks, or copyrights, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8.   **EVENTS OF DEFAULT.**

Any of the following events shall be an Event of Default:

8.1   **Loan Agreement.** An Event of Default shall occur as defined in the Loan Agreement;

8.2   **Misrepresentation.** Any representation or warranty made herein by Debtor or in any document furnished to Foothill by Debtor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3   **Breach.** Debtor fails to observe or perform any covenant, condition, or agreement to be observed or performed pursuant to the terms hereof which materially and adversely affects Foothill.

9.   **SPECIFIC REMEDIES.**

Upon the occurrence of any Event of Default, Foothill shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1   **Notification.** Foothill may notify licensees to make royalty payments on license agreements directly to Foothill;

9.2   **Sale.** Foothill may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Foothill deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Debtor five days prior to such disposition. Debtor shall be credited with the net proceeds of such sale only when they are actually received by Foothill, and Debtor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Foothill shall also give notice of the time and place by publishing a notice one time at least five days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Foothill may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Foothill at such sale.

10.   **CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.**

THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PRINCIPLES. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA OR, AT THE SOLE OPTION

OF FOOTHILL, IN ANY OTHER COURT IN WHICH FOOTHILL SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH OF DEBTOR AND FOOTHILL WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10. DEBTOR AND FOOTHILL HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND FOOTHILL REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

11. CONFIDENTIALITY

11.1 **Confidential Information.** For purposes of this Agreement, the term "Confidential Information" means any pending patent applications owned or controlled by Debtor or licensed to Debtor, and any proprietary information concerning the Collateral as defined in Section 1.1 above, which is designated, marked or otherwise identified by appropriate stamp or legend by Debtor as "Confidential" at the time of disclosure, including but not limited to, pending patent applications, written or oral information, data, drawings, processes, methods, formulations, source code, manuals, and other documents.

11.2 **Foothill's Obligations.** Foothill agrees, (i) to maintain in confidence any and all Confidential Information obtained from Debtor; (ii) to make every reasonable effort to prevent the disclosure of the Confidential Information to others; and, (iii) to use the Confidential Information only in connection with preparing, financing, and servicing the Loan Agreement, except in the case of default of the Loan Agreement, except in the case of default of the Loan Agreement, Foothill may disclose Confidential Information to third parties in connection with a foreclosure and sale of the Collateral, but shall use reasonable efforts to preserve such confidentiality.

11.3 **Exclusions.** This Agreement does not make Foothill responsible for: (i) information which was in the public domain prior to Foothill's receipt of the same pursuant to this Agreement, which subsequently becomes part of the public domain by publication or otherwise, except by the wrongful act of Foothill; (ii) information which Foothill can show by written documentation was in its possession prior to its receipt of Debtor's Confidential Information pursuant to this Agreement and which was not acquired directly or indirectly from Debtor; and, (iii) information which Foothill can show by written documentation was received by Foothill from a third party who did not acquire the information directly or indirectly from Debtor and who did not require Foothill to hold the information in confidence.

12. GENERAL PROVISIONS.

12.1   **Effectiveness.** This Agreement shall be binding and deemed effective when executed by Debtor and Foothill.

12.2   **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Agreement or any rights or duties hereunder without Foothill's prior written consent and any prohibited assignment shall be absolutely void. Foothill may assign this Agreement and its rights and duties hereunder and no consent or approval by Debtor is required in connection with any such assignment.

12.3   **Section Headings.** Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

12.4   **Interpretation.** Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Foothill or Debtor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

12.5   **Severability of Provisions.** Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

12.6   **Amendments in Writing.** This Agreement can only be amended by a writing signed by both Foothill and Debtor.

12.7   **Counterparts; Telefacsimile Execution.** This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

12.8   **Fees and Expenses.** Debtor shall pay to Foothill on demand all costs and expenses that Foothill pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Foothill; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to

perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Debtor under this Agreement that Debtor fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against Foothill arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Debtor. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recover-able as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of such attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

        12.9   **Notices.** Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12 of the Loan Agreement.

        12.10 **Termination By Foothill.** After termination of the Loan Agreement and when Foothill has received payment and performance, in full, of all Obligations, Foothill shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

G:\RE.-FL\KMB.-FL\6859KMB.doc

9

12.11 **Integration.** This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
    Rhonda Foreman
    Senior Vice President

EVANS & SUTHERLAND COMPUTER
CORPORATION, a Utah corporation

By _____
    Richard J. Gaynor
    Vice President and Chief Financial Officer

STATE OF CALIFORNIA   )
)   ss.
COUNTY OF LOS ANGELES   )

On December 14, 2000, before me, Greta Johnson, personally appeared Rhonda Foreman and Richard Gaynor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

GRETA JOHNSON
Commission # 1212136
Notary Public - California
Los Angeles County
My Comm. Expires Mar 31, 2003

_____
Notary Public
Greta Johnson

SCHEDULE A

EVANS & SUTHERLAND

UNITED STATES TRADEMARK REGISTRATIONS

CLEAN LINE	10/03/00	2,391,030
DIGISTAR	07/18/89	1,548,086
E & S	09/28/93	1,794,796
E & S Design	08/31/99	2,274,250
EASIEST	07/13/93	1,782,050
ESIG	11/13/90	1,622,171
ESRIG	08/10/93	1,787,394
ESV	09/03/91	1,655,408
FREEDOM GRAPHICS	06/04/96	1,978,627
FREEDOM SERIES	04/04/95	1,887,805
GLAZE	08/11/98	2,180,671
HARMONY	10/12/99	2,285,879
INTEGRATOR	08/17/99	2,270,598
RAPIDSCENE	04/23/96	1,970,117
REAL IMAGE	04/21/98	2,153,225
REAL IMAGE	05/18/99	2,246,784
STARRIDER	06/22/99	2,255,816
SUPER TEXTURE	06/08/99	2,252,062
THEMEL	02/22/94	1,823,613
VELOCITY	01/24/95	1,875,112

G:\RE.--FL\KMB.--FL\6859KMB.doc

11

SCHEDULE A

EVANS & SUTHERLAND

PENDING UNITED STATES TRADEMARK APPLICATIONS

CHANLOCK	09/11/98	75/551,058
E & S RAPIDSITE	02/16/99	75/641,096
ENSEMBLE	08/17/98	75/537,635
ESCP 2000	11/10/98	75/586,555
ESCP 3000	11/10/98	75/586,556
ESDIRECT	02/01/00	75/906,645
EVANS & SUTHERLAND	06/23/99	75/735,682
LASERWIDE	07/19/00	76/092,499
MELODY	08/17/98	75/537,634
OPENSIM	03/31/00	76/015,157
RAPIDSITE	02/16/99	75/641,442
REALIMAGE: WHEN QUALITY MATTERS	06/26/00	76/077,390
SENSOR TEXTURE	08/27/99	75/786,770
SHOWMAKER	07/28/00	76/099,436
SIMFUSION	01/19/00	75/898,683
STUDIO ON A CHIP	05/12/00	76/047,684
SUPERTITLER	02/22/00	75/923,557
SUPERTITLER	02/22/00	75/923,679
SYMPHONY	07/07/98	75/514,194
THE POWER BEHIND THE SCENES	09/11/98	75/551,059

G:\R.E.-FL\KMB.-FL\6859KMB.doc

12

POWER BEHIND THE SCENES	07/12/00	76/087,632
ION 360	03/31/00	76/015,158

SCHEDULE A

EVANS & SUTHERLAND

FOREIGN TRADEMARK REGISTRATIONS

CBAST	Germany	04/15/99	39872242
CBAST	ECT (Europe)	02/24/00	1041789
CHANLOCK	ECT (Europe)	06/21/00	1105782
CHANLOCK	Japan	05/26/00	4387094
DIGISTAR	Australia	11/16/98	778517
DIGISTAR	China	07/07/00	1417313
DIGISTAR	Japan	12/10/99	4342923
E & S Design	ECT (Europe)	08/01/00	1033919
E & S Design	Japan	02/04/00	4359618
E & S RAPIDSITE	ECT (Europe)	08/01/00	1228501
EASIEST	Japan	10/31/94	2697716
ELECTRADOME	Germany	08/16/95	39404491
ELECTRADOME	UK	03/22/96	2003050
ESIG	Germany	06/27/91	1178414
ESIG	Japan	01/31/94	2618326
ESIG	UK	08/11/89	1401676
EVANS & SUTHERLAND	Japan	10/06/00	4423373
GLAZE	UK	01/13/98	2155304
GLAZE	Germany	04/15/98	39801558

G:\RE.-FL\KMB.-FL\6859KMB.doc   14

INTEGRATOR	Germany	11/26/98	39761878
KOFA	Germany	04/08/99	39872270
KOFA	ECT (Europe)	02/24/00	1041797
MELODY	ECT (Europe)	05/05/00	1083666
RAPIDSITE	Canada	03/30/00	TMA526,168
RAPIDSITE	ECT (Europe)	08/01/00	1228485
REAL IMAGE	Japan	03/26/99	4255838
STAR RIDER	Japan	03/24/00	4370809
THE POWER BEHIND THE SCENES	ECT (Europe)	05/03/00	1083732
THE POWER BEHIND THE SCENES	Japan	03/03/00	4365829
THEMEL	Germany	03/16/93	2032391
THEMEL	Japan	11/20/94	2699932
THEMEL	UK	07/29/91	1,482,686

G:\RE.~FL\KMB.~FL\6859KMB.doc

15

SCHEDULE A

EVANS & SUTHERLAND

PENDING FOREIGN TRADEMARK APPLICATIONS

CHANLOCK	Canada	03/10/99	1,008,273
DIGISTAR	Canada	12/21/98	1,000,255
DIGISTAR	ECT (Europe)	01/14/00	1468628
E & S Design	Australia	06/26/98	781811
E & S Design	Canada	12/22/98	1,000,746
E & S RAPIDSITE	Canada	06/29/99	1,020,609
E & S RAPIDSITE	Japan	07/28/99	67762/99
ENSEMBLE	Canada	02/03/99	1,004,014
ENSEMBLE	ECT (Europe)	02/17/99	1083724
ENSEMBLE	Japan	01/10/99	11398/99
ESCP 2000	Canada	03/26/99	1,010,045
ESCP 2000	Japan	05/10/99	40576/99
ESCP 3000	Canada	03/26/99	1,010,044
ESCP 3000	Japan	05/10/99	40577/99
ESDIRECT	Canada	07/04/00	1,065,744
ESDIRECT	ECT (Europe)	07/14/00	1760669
ESDIRECT	Japan	07/27/00	2000-082897
EVANS & SUTHERLAND	Canada	12/21/99	1,040,345
EVANS & SUTHERLAND	ECT (Europe)	12/22/99	1452242
HARMONY	Canada	05/13/99	1,015,516

HARMONY	ECT (Europe)	04/22/97	540690
MELODY	Canada	02/02/99	1,003,929
MELODY	Japan	02/10/99	11397/99
OPENSIM	Canada	08/09/00	1,070,294
OPENSIM	China	08/23/00	2000128653
OPENSIM	ECT (Europe)	08/17/00	1822204
OPENSIM	Japan	09/05/00	2000-097200
RAPIDSITE	Canada	06/29/99	1,020,608
RAPIDSITE	Japan	07/28/99	67761/99
REAL IMAGE	Japan	07/22/97	140604/97
SENSOR TEXTURE	Canada	01/11/00	1,042,557
SENSOR TEXTURE	ECT (Europe)	01/06/00	1459056
SENSOR TEXTURE	Japan	02/07/00	2000-008850
SIMFUSION	Canada	07/14/00	1,067,156
SIMFUSION	China	07/18/00	2000106394
SIMFUSION	ECT (Europe)	07/17/00	1773704
SIMFUSION	Japan	07/19/00	2000-080462
STARRIDER	Canada	03/22/99	1,009,440
STARRIDER	China	04/29/99	9900045513
STARRIDER	ECT (Europe)	03/22/99	1113950
STUDIO ON A CHIP	Japan	10/13/00	2000-111488
SYMPHONY	ECT (Europe)	01/06/99	1038298
THE POWER BEHIND THE SCENES	Canada	02/03/99	1,004,013

SCHEDULE B

EVANS & SUTHERLAND

UNITED STATES ISSUED PATENTS

Shading System	11/14/00	US 6,147,690	M. A. Cosman
-time Multi-sensor Synthetic vironment Created from a Feature d Terrain Database Using racting and Updatable Abstract dels	10/03/00	US 6,128,019	J. A. Crocker, III R. C. Deyo O. L. Isaacson S. J. Olszanskyj
hod for Reducing the Rendering d for High Depth Complexity es on a Computer Graphics play	04/18/00	US 6,052,125	H. D. Gardiner R. J. Urry
ent-Interactive Method and paratus for Measuring Eye raction	11/23/99	US 5,988,814	T. R. Rohlfing B. E. Erickson
Area of Interest Display System with age Combining Using Error thering	11/09/99	US 5,980,044	B. L. Cannon K. A. Poppleton
Computer Graphics System with Adaptive Pixel Multisampler	08/24/99	US 5,943,060	M. A. Cosman M. D. Drews G. S. Watkins
Hang Gliding Simulation System with a Stereoscopic Display	06/01/99	US 5,908,300	C. N. Cox J. B. Edwards R. W. Fisher R. B. Linton P. C. Lyon R. Nye J. L. Walker
Method for Rendering Shadows on a Graphical Display	02/09/99	US 5,870,098	H. D. Gardiner
Image Mapping System and Process Using Panel Shear Transforms	12/15/98	US 5,850,225	M. A. Cosman
System and Method for Improving Pixel Update Performance	11/24/98	US 5,841,447	M. D. Drews
Placement Tool for Retro-Reflective Calibration Points	10/20/98	US 5,825,538	J. L. Walker
Computer Graphics Pixel Rendering System with Multi-Level Scanning	10/13/98	US 5,821,944	G. S. Watkins

ter Graphics System with ve Pixel Multisampler	10/06/98	US 5,818,456	M. A. Cosman M. D. Drews G. S. Watkins
Texturing System Having Cells	05/05/98	US 5,748,867	T. C. Brown M. A. Cosman
n and Method for Displaying red Polygons Using Planar re Interpolation	03/31/98	US 5,734,386	M. A. Cosman
ering Global Macro Texture, for ucing a Dynamic Image, as on puter Generated Terrain, Seen a Moving Viewpoint	12/16/97	US 5,699,497	A. C. Erdahl J. A. Robinson
od and Apparatus for Zooming s on a Video Display	08/12/97	US 5,657,047	G. M. Tarolli
puter Graphics System and ess for Adaptive Supersampling	07/22/97	US 5,651,104	M. A. Cosman
jection Screen with Retro-ective Calibration Points, ement Tool and Method	06/10/97	US 5,638,208	J. L. Walker
ltiple Level Computer Graphics tem with Display Level Blending	04/15/97	US 5,621,869	M. D. Drews
mputer Graphics Pixel Rendering stem with Multi-Level Scanning	01/28/97	US 5,598,517	G. S. Watkins
ng Gliding Simulation System with Stereoscopic Display and Method of mulating Hang Gliding	12/17/96	US 5,584,696	C. N. Cox J. B. Edwards R. W. Fisher R. B. Linton P. C. Lyon R. Nye J. L. Walker
Direct Rendering of Textured Height Fields	11/26/96	US 5,579,456	M. A. Cosman
Computer Graphics Parallel System with Temporal Priority	11/12/96	US 5,574,847	W. Armstrong G. A. Eckart
Head-Mounted Projection Display System Featuring Beam Splitter and Method of Making Same	11/05/96	US 5,572,229	R. W. Fisher
Computer Graphics for Animation by Time-Sequenced Textures	10/01/96	US 5,561,745	K. L. Hatch M. D. Jackson
Attribute Blending System for Composing Computer-Graphic Images from Objects	02/06/96	US 5,490,238	G. S. Watkins

G:\RE-FL\KMB.-FL\6859KMB.doc   19

...uter Graphics System with ...el Processing Using a Switch ...ture	04/18/95	US 5,408,606	G. A. Eckart
...m for Line Interpolation for ...uter Graphics Displays	01/10/95	US 5,381,519	R. A. Brown G. S. Watkins
...m for Polygon Interpolation ...g Instantaneous Values in a ...able	11/01/94	US 5,361,386	R. A. Brown G. S. Watkins
...a of Interest Display System with ...p/Mechanical Image Combining	07/05/94	US 5,326,266	J. Austin R. W. Fisher
...eo Graphic System and Process for ...le Field Color Display	09/07/93	US 5,242,306	R. W. Fisher
...mputer Graphics Dynamic Control ...tem	10/29/91	US 5,061,919	G. S. Watkins
...ltiprocessor Task Scheduling ...tem	01/15/91	US 4,985,831	C. Dulong J. Y. Leclerc P. Scaglia
...mputer Graphics Windowing ...stem for the Display of Multiple ...ynamic Images	09/04/90	US 4,954,819	G. S. Watkins
...eal Time Vehicle Simulation System	08/28/90	US 4,952,152	J. A. Briggs R. C. Deyo E. J. Haug
Computer Graphics Priority System ...ith Antialiasing	04/17/90	US 4,918,626	R. A. Brown G. A. Eckart G. S. Watkins
Computer Graphics Pixel Processing System	10/10/89	US 4,873,515	C. M. Dickson K. C. Rushforth
System for Texturing Computer Graphics Images	08/08/89	US 4,855,934	J. Robinson
Curvilinear Dynamic Image Generation System	08/09/88	US 4,763,280	J. A. Robinson R. A. Schumacker
Computer Graphics System of General Surface Rendering by Exhaustive Sampling	11/25/86	US 4,625,289	A. P. Rockwood
Command Language System for Interactive Computer	09/03/85	US 4,539,638	J. Gaffney
Shadow Mask Color System with Calligraphic Displays	02/12/85	US 4,499,457	R. A. Hintze

O:\RE.-FL\KMB.-FL\6859KMB.doc   20

SCHEDULE B

EVANS & SUTHERLAND

UNITED STATES PENDING PATENT APPLICATIONS

Title	Filing Date	S/N or Number	Inventor(s)
Computer Graphics Pixel Rendering System with Multi-Level Scanning	07/23/98	09/121,389	G. S. Watkins
Anti-aliased, Textured, Geocentric and Layered Fog Graphics Display Method and Apparatus	09/21/98	09/157,710	M. Cosman W. D. Fowler E. Despain
Method for Time Based Shadow Rendering	12/03/98	09/204,887	H. D. Gardiner
Pen-Based Multi-sample Z-Buffer Pixel Processor	01/11/99	09/228,146	M. A. Cosman
Multi-Level Cache Controller	02/19/99	09/253,474	R. Tidwell G. Pimentel
System and Method for Reducing the Rendering Load for High Depth Complexity Scenes on a Computer Graphics Display	02/24/99	09/256,818	H. D. Gardiner R. J. Urry
System and Method for Antialiasing Bump Texture and Bump Mapping	03/18/99	09/271,588	M. A. Cosman
Virtual Graphics First-In, First-Out Data Memory	03/18/99	09/271,587	J. Horowitz
Stroke to Raster Converter	04/29/99	09/301,947	A. H. Tanner C. L. Simmons
Process for Anticipation and Tracking of Eye Movement	05/18/99	09/314,425	P. Skolmoski
Method and System for Antialiased Procedural Solid Texturing	06/04/99	PCT/US99/125 37	J. C. Hart S. A. Tibbitts T. J. Coleman
System and Method to Communicate the Visual Impact of New Developments	06/29/99	09/343,984	L. C. Clark J. R. Ellis
Method and Apparatus for Multi-Level Image Alignment	07/22/99	09/358,939	K. A. Poppleton
MIP Mapping Based on Material Properties	11/03/99	09/433,398	N. Mayer
Screen Space Effects Utilizing and Alpha Channel and the Alpha Buffer	01/31/00	09/494,597	R. Tidwell
Method for Reducing Transport Delay in an Image Generator	10/23/00	Not assigned yet.	D. Gardiner B. Grange R. Moon

SCHEDULE B

EVANS & SUTHERLAND

FOREIGN PATENTS AND PATENT APPLICATIONS

ada	Process for Anticipation and Tracking of Eye Movements	05/15/00	CA 2308822	P. Skolmoski
nada	System and Method for Antialiasing Bump Texture and Bump Mapping	03/16/00	CA 2301293	M. D. Cosman
nada	Computer Graphics System with Adapative Pixel Multi-Sampler	10/29/98	CA 2253297	M. A. Cosman M. D. Drews G. S. Watkins
Canada	A Method for Rendering Shadows on a Graphical Display	08/25/99	CA 2282637	H. D. Gardiner
Canada	Time based effect of shadows on a specific graphical computer generated image	06/03/00	CA 2291408A1	H. D. Gardiner
Canada	Multisample Z-buffer pixel processor in computer graphics system operating in span-based manner for computer graphics system, involves capturing polygon fragment for each span in pixel processor and determining polygon fragment for pixel	07/11/00	CA 2294668A1	M. A. Cosman
Europe	Producing perspective image based on height field data – uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data (Direct Rendering of Textured Height Fields)	07/31/96	EP 723689A1	M. A. Cosman

Europe	Producing perspective image based on height field data - uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data	02/04/98	EP 723689B1	M. A. Cosman
Europe	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device (Image texturing system having theme cells)	12/07/94	EP 627103A1	T. Brown M. Cosman
Europe	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device (Image texturing system having theme cells)	01/10/96	EP 627103B1	T. Brown M. Cosman
Europe	Computer graphics dynamic control system - has window frame buffer resolving display into windows with valid counts for each window	11/07/90	EP 396377A	G. S. Watkins
Europe	Computer graphics dynamic control system - has window frame buffer resolving display into windows with valid counts for each window	12/27/95	EP 396377B1	G.S. Watkins
Europe	Resolving priorities in polygons forming solid displays – giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection (Polygon priority resolving system with antialiasing)	06/21/89	EP 321095A	R. A. Brown G. A. Eckart G. S. Watkins

...pe	Resolving priorities in polygons forming solid displays – giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection (Polygon priority resolving system with antialiasing)	04/24/96	EP 321095B1	R. A. Brown G. A. Eckart G. S. Watkins
Europe	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	06/07/89	EP 319165A	R. A. Brown T. W. Jensen J. A. Robinson
Europe	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	10/18/95	EP 319165B1	R. A. Brown T. W. Jensen J. A. Robinson
Germany	Computer Graphics Pixel Rendering System with Multi-Level Scanning	09/19/96	DE 19600431	G. S. Watkins
Germany	Process for Anticipation and Tracking of Eye Movements	05/17/00	DE 10024161.1	P. Skolmoski
Germany	A Method for Rendering Shadows on a Graphical Display	08/25/99	DE 19882195.6	H. D. Gardiner
Germany	Time based effect of shadows on a specific graphical computer generated image	06/15/00	DE 19958329A1	H. D. Gardiner

Germany	Multisample Z-buffer pixel processor in computer graphics system operating in span-based manner for computer graphics system, involves capturing polygon fragment for each span in pixel processor and determining polygon fragment for pixel	07/13/00	DE 10000594A1	M. Cosman
Germany	Computer graphics system generating anti-aliased pixel data for image display – includes memory storing primitives of images, primitive fragments for pixel in frame buffer for each fragment, processing primitives and storing several fragments in frame buffer to give composite pixel image data	05/12/99	DE 19781737T	M. A. Cosman M. D. Drews G. S. Watkins
Germany	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	09/19/96	DE 19600431A1	G. S. Watkins
Germany	Producing perspective image based on height field data – uses radial form height field data for processing picture elements in relation to view-point to provide perspective display data (Direct Rendering of Textured Height Fields)	03/12/98	DE 69408473E	M. A. Cosman
Germany	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device	02/22/96	DE 69301308E	T. Brown M. Cosman

Germany	Computer graphics dynamic control - has window frame buffer resolving display into windows with valid counts for each window	02/08/96	DE 69024403E	G. S. Watkins
Germany	Resolving priorities in polygons forming solid displays -- giving priority the nearest in usual way with sub-pixel resolutions for lines of intersection	05/30/96	DE 3855231G	R. A. Brown G. A. Eckart G. S. Watkins
Germany	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	11/23/95	DE 3854600G	R. A. Brown T. W. Jensen J. A. Robinson
Great Britain	Direct Rendering of Textured Heights Fields	08/09/94	GB 0723689	M. A. Cosman
Great Britain	Computer Graphics Pixel Rendering System with Multi-Level Scanning	12/29/99	GB 2297018	G. S. Watkins
Great Britain	Computer Graphics Dynamic Control	04/30/90	GB 0396377	G. S. Watkins
Great Britain	Image Texturing System Having Theme Cells	01/10/96	GB 0627103	M. A. Cosman T. Brown
Great Britain	Polygon Priority Resolving System with Antialiasing	04/26/96	GB 0321095	G. S. Watkins
Great Britain	System for Using Barycentric Coordinates as for Polygon Interpolation	10/18/95	GB 0319165	R. A. Brown T. W. Jensen J. A. Robinson
Great Britain	Method for Time Based Shadow Rendering	12/02/99	GB 9928383.0	H. D. Gardiner
Great Britain	Span-Based Multi-Sample Z-Buffer Pixel Processor	01/07/00	GB 0000253.5	M. D. Cosman

Great Britain	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	07/17/96	GB 2297018A	G. S. Watkins
Great Britain	Computer graphics system generating anti-aliased pixel data for image display - includes memory storing primitives of images, primitive fragments for pixel in frame buffer for each fragment, processing primitives and storing several fragments in frame buffer to give composite pixel image data	02/24/99	GB 2328596A	M. A. Cosman D. Drews G. S. Watkins
Great Britain	A Method for Rendering Shadows on a Graphical Display	08/19/99	GB 9919510.9	H. D. Gardiner
Great Britain	Scan processing method for objective primitives in generation of pixel data - involves defining object primitive in relation to span areas, finding overlap areas scanning them and deriving pixel data	12/29/99	GB 2297018B	G. S. Watkins
Great Britain	Process for anticipation and tracking of eye movement	06/28/00	GB 200010863	P. Skolmoski
Great Britain	System and method for antialiasing bump texture and bump mapping	04/26/00	GB 200005513A	M. A. Cosman
Japan	Dynamic Control System for Use with Computer Graphics Apparatus	04/09/99	JP 2912419	G. S. Watkins
Japan	Computer Graphics Priority System with Antialiasing	08/06/99	JP 2963102	G. S. Watkins
Japan	System for Using Barcentric Coordinates as for Polygon Interpolation	12/05/88	JP 3059178	G. S. Watkins

Japan	Image texturing system for flight simulation - utilises theme cells to facilitate generation of terrain image data area-by-area for display device.	04/27/95	JP 7504055W	T. Brown M. Cosman
Japan	Graphic objection interpolating method e.g. for shading or texturing - using barycentric coordinates to interpolate polygons to accomplish smooth shading or texture mapping (System for using Barycentric Coordinates as for Polygon Interpolation)	07/04/00	JP 3059178B2	R. A. Brown T. W. Jensen J. A. Robinson

SCHEDULE C

EVANS & SUTHERLAND

UNITED STATES COPYRIGHT REGISTRATIONS

Cross 353D7 circa 587 ORCA	MW-2-841	07/22/87
Data formatter	MW-2-033	08/01/86
Delta calculator	MW-2-289	01/13/87
Depth cue	MW-2-286	01/13/87
Divider	MW-2-287	01/13/87
DNA.1	MW-1-795	04/21/86
Evans & Sutherland Computer Division ORCA (M) 1988 PMM5 Dec 88	MW-5-455	12/26/89
Evans & Sutherland Computer Division ORCA (M) 1989 CX NID 23E	MW-4-552	04/10/89
Evans & Sutherland Computer Division ORCA (M) 1989 IB 512E Sep 89	MW-5-456	12/26/89
Evans & Sutherland Computer Division ORCA (M) 1989 PMMB 2E Apr 89	MW-4-779	05/18/89
Evans & Sutherland Computer Division PIXP (M) 1989 PP 43 Oct 1989	MW-5-350	11/14/89
Fifo/stack/bus controller	MW-2-284	01/13/87
Fortran code generator	TX-2-869-817	04/09/90
Fortran code generator. By Evans & Sutherland	TX-3-178-110	11/19/90
IU2 chip 4E	MW-4-296	12/23/88
Link 8SP3E SEP 88 ORCA (M) 1987	MW-4-193	11/18/88
Multiplier	MW-2-288	01/13/87

G:\RE.~FL\KMB.~FL\6859KMB.doc

29

ORCA (M) 1987 REG SP2 Aug 87	MW-4-305	01/24/89
ORCA (M) 1988 Oct 1988 IB 374E	MW-4-326	01/03/89
Pixel processor	MW-2-285	01/13/87
PMM 4SP2 Jul 87 ORCA (M) 1987	MW-2-929	08/20/87
REG SP2 Aug 87 ORCA (M) 1987	MW-4-006	10/04/88
Solid-state light modulator chip	MW-3-047	09/01/87

G:\RE.~FL\KMB.~FL\6859KMB.doc   30

SCHEDULE C

EVANS & SUTHERLAND

UNITED STATES PENDING COPYRIGHT APPLICATIONS

3D SignGen	11/16/2000
AccelGALAXY 2100	11/16/2000
Airport Construction Tool	11/16/2000
Database Creation Tool	11/16/2000
Digistar V2.2	11/16/2000
E&S Lighting 1200	11/16/2000
E&S RAPIDsite	11/16/2000
E&S Tornado 3000	11/16/2000
EaSIEST	11/16/2000
Ensemble Run Time Kernel	11/16/2000
ESCP DCPC Software	11/16/2000
ESCP Projector Software	11/16/2000
Flight to Integrator Converter with E&S multigen extensions	11/16/2000
GLAZE	11/16/2000
GT Decorator	11/16/2000
Harmony Run Time Kernel	11/16/2000
Integrator (Master Graph)	11/16/2000
Integrator Application	11/16/2000
Integrator to Harmony Optimized Graph Converter	11/16/2000
Integrator-to-Mission-Function-Generator-Converter	11/16/2000

G:\RE.~FL\KMB.~FL\6859KMB.doc

31

Mission Function Generator Real time Software	11/16/2000
Parametric Feature Editor	11/16/2000
Sensor PP1.0 Application software (also Sensor Post Processor Software, irpp.exe	11/16/2000
ShowMaker 5.0	11/16/2000
SimFUSION Software Release 2.0 also referred to as OPENSim Software Release 2.0	11/16/2000
Terrain Construction Tool	11/16/2000
Tile Mosaic Tool	11/16/2000
Transposer (IDF based)	11/16/2000
Vanguard Radar Application Software (also; RadarSrvc.exe, Srvc.exe)	11/16/2000
Vistaview/Targetview VME Software	11/16/2000