

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SPINX, INC.	10/23/2007
SPINX TECHNOLOGIES S.A.	10/23/2007
SPINX TECHNOLOGIES, INC.	10/23/2007

RECEIVING PARTY DATA

Name:	Noble Venture Finance II S.A.
Street Address:	3-5, Place Winston Churchill
City:	Luxembourg
State/Country:	LUXEMBOURG
Postal Code:	L-1340

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	11633745
Application Number:	11331653
Application Number:	60687032
Patent Number:	7152616

CORRESPONDENCE DATA

Fax Number: (703)712-5196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-712-5069
Email: aljackso@mcguirewoods.com
Correspondent Name: John S. Hilten
Address Line 1: 1750 Tysons Boulevard
Address Line 2: Suite 1800
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:

2045652-0004

PATENT

500425377

REEL: 020279 FRAME: 0016

OP \$160.00 11633745

NAME OF SUBMITTER:

John S. Hilten

Total Attachments: 5

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 23, 2007 (this "Agreement"), is executed and delivered by each of the undersigned (each a "Grantor") to and in favor of NOBLE VENTURE FINANCE II S.A., a *societe anonyme* organized under the laws of Luxembourg (the "Lender").

RECITALS

WHEREAS, pursuant to a Pledge and Security Agreement dated as of October 23, 2007 (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Lender, and in order to obtain the benefits referred to therein, each Grantor has granted to the Lender a security interest in substantially all of such Grantor's property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreement, each Grantor has agreed to execute and deliver this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises, each Grantor agrees as follows:

1. **Grant of Security.** Each Grantor hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Collateral");

(a) the patents, patent applications and patent licenses set forth in Schedule A hereto opposite the name of such Grantor, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof (the "Patents");

(b) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all Proceeds of the foregoing.

2. **Security for Obligations.** The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. **Recordation.** Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. **Security Agreement Terms; Document.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. This Agreement is one of the Documents referred to in the Facility Agreement and may not be amended, waived or otherwise modified, unless any such amendment, waiver or other modification is in writing and acknowledged by the Lender pursuant to Section 25 of the Facility Agreement.

6. **Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to the Lender by their duly authorized officers as of the day and year first above written.

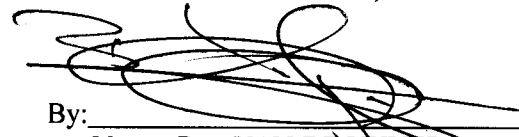
SPINX, INC.


By: _____
Name: Bart VAN DE VYVER
Title: President

SPINX TECHNOLOGIES S.A.


By: _____
Name: Bart VAN DE VYVER
Title: Chief Executive Officer

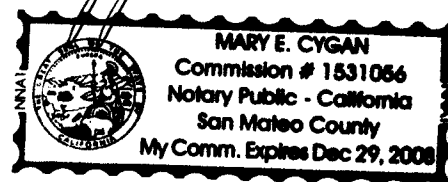
SPINX TECHNOLOGIES, INC.


By: _____
Name: Bart VAN DE VYVER
Title: President

STATE OF California)
COUNTY OF San Mateo) SS
November

On this 21st day of ~~October~~, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of SpinX, Inc., a Delaware corporation, and who executed and delivered the above instrument in such capacity on behalf of such Grantor; and that such execution and delivery was by authority of the board of directors or similar governing body of such Grantor.

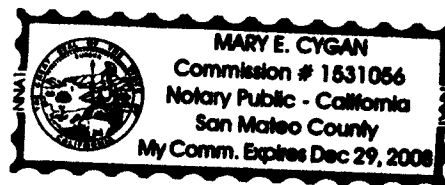
Mary E. Cygan
Notary Public



STATE OF California)
COUNTY OF San Mateo) SS
November

On this 21st day of ~~October~~, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of SpinX Technologies S.A., a *societe anonyme* organized under the laws of Switzerland, and who executed and delivered the above instrument in such capacity on behalf of such Grantor; and that such execution and delivery was by authority of the board of directors or similar governing body of such Grantor.

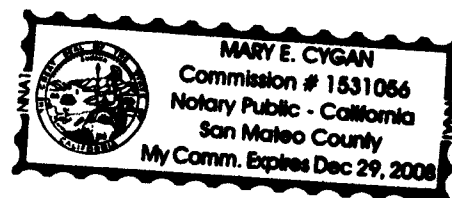
Mary E. Cygan
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STATE OF California)
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November

On this 21st day of ~~October~~, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he/she is the above-indicated officer of SpinX Technologies, Inc., a Delaware corporation, and who executed and delivered the above instrument in such capacity on behalf of such Grantor; and that such execution and delivery was by authority of the board of directors or similar governing body of such Grantor.

Mary E. Cygan
Notary Public



Schedule A
to
Intellectual Property Security Agreement

PATENTS

SpinX Technologies S.A. and SpinX Technologies, Inc. do not own any Patents as of the date hereof.

U.S. Patent Registrations

<u>Grantor</u>	<u>Patent Numbers</u>	<u>Priority Date</u>	<u>Issue Date</u>
SpinX, Inc.	U.S. Patent 7'152'616	December 4, 2002	December 26, 2006

U.S. Patent Applications

<u>Grantor</u>	<u>Patent Application No.</u>	<u>Priority Date</u>	<u>Filing Date</u>
SpinX, Inc.	US 11/633,745 (WO 04050242 A2)	December 4, 2002	December 5, 2006
SpinX, Inc.	US 11/331,653 (WO 06043181 A2)	August 4, 2004	January 13, 2006
SpinX, Inc.	WO 07057788 A2 (US 60/687,032)	June 3, 2005	June 5, 2006