

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Innovative Product Achievements, LLC	05/16/2008

RECEIVING PARTY DATA

Name:	Hercules Technology Growth Capital, LLC
Street Address:	400 Hamilton Avenue
Internal Address:	Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5638985
Patent Number:	5713270
Patent Number:	5829349
Patent Number:	6330856
Patent Number:	6502718
Patent Number:	7134242
Patent Number:	7320412
Application Number:	11122285
Application Number:	11393445
Application Number:	11138817
Application Number:	11864096
Application Number:	11778422
Application Number:	11744387
Application Number:	11778425

PATENT

500542250

REEL: 020951 FRAME: 0819

OP \$640.00 5638985

Application Number:	11849332
Application Number:	11236214

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736

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

Phone: 617-951-8084

Email: ashley.scibelli@bingham.com

Correspondent Name: Ashley B. Scibelli

Address Line 1: 150 Federal Street

Address Line 2: Bingham McCutchen LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
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**Total Attachments: 8**

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**PATENT SECURITY AGREEMENT**

This Patent Security Agreement is dated the 16th day of May, 2008, between **INNOVATIVE PRODUCT ACHIEVEMENTS, LLC**, a Delaware limited liability company, with a chief executive office and principal place of business located at 2775 Premiere Parkway, Suite 100, Duluth, Georgia 30097 ("**Grantor**"), and **HERCULES TECHNOLOGY GROWTH CAPITAL, INC.**, a Maryland corporation, with its chief executive office and principal place of business located at 400 Hamilton Avenue, Suite 310, Palo Alto, California 94301 ("**Secured Party**").

**RECITALS**

A. Grantor owns the Patents (as defined in the Loan Agreement (as defined below)) and Patent applications and is a party to the Patent Licenses (as defined in the Loan Agreement) listed on and attached as Schedule 1 hereto;

B. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of May 16, 2008 and all ancillary documents entered into in connection with such Loan and Security Agreement, all as may be amended from time to time (hereinafter referred to collectively as the "**Loan Agreement**");

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a first priority security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of Grantor's Patents and Patent Licenses, whether presently existing or hereafter arising or acquired, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents, to secure the payment of the Secured Obligations;

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement;

NOW, THEREFORE, in consideration of the premises contained herein, Grantor agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants, and conveys to Secured Party a continuing security interest in and lien on all of Grantor's entire right, title and interest in and to, whether presently existing or hereafter arising or acquired, the Patents and Patent Licenses, including those listed on Schedule 1 hereto (as may be amended from time to time), including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof).

2. Grantor represents, warrants and covenants that:

a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Grantor not to sue third persons, except for any license disclosed in Schedule 1;

b) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

c) To the best of Grantor's knowledge, each of the Patents is valid and enforceable; and

d) Grantor has the unqualified right to enter into this Patent Security Agreement and perform its terms.

3. Grantor agrees that, until all of the Secured Obligations shall have been satisfied in full in cash, it will not enter into any agreement relating to Grantor's Patents (for example, a license agreement) which is inconsistent with Grantor's obligations under this Patent Security Agreement, without Secured Party's prior written consent; provided, that so long as no Default or Event of Default shall have occurred and be continuing, Grantor may grant licenses to third parties to use the Patents in the ordinary course of business of Grantor and such third party on arm's length and customary business terms.

4. If, before the Secured Obligations shall have been satisfied in full in cash, Grantor shall obtain rights to any new patentable inventions, or become entitled to the benefit of any Patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 1 shall automatically apply thereto and Grantor shall give to Secured Party prompt notice thereof in writing.

5. Grantor authorizes Secured Party to unilaterally modify this Patent Security Agreement by amending Schedule 1 to include any future Patents which are Patents under paragraph 1 or paragraph 4 hereof.

6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Patent Security Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the whole or from time to time any part of the Patents, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents all expenses (including reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Patents shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents is to be made, which Grantor hereby agrees shall be

reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Patents sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.

7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, after and during the continuance of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Party to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any third person, or necessary for Secured Party to, pledge, convey or otherwise transfer title in or dispose of the Patents to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Patent Security Agreement.

8. At such time as Grantor shall completely satisfy all of the Secured Obligations (other than inchoate indemnification obligations), this Patent Security Agreement shall terminate and Secured Party shall execute and deliver to Grantor all terminations or other instruments as may be necessary or proper to terminate the security interest granted herein and to terminate Grantor's obligations hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Patent Security Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, shall be borne and paid by Grantor in accordance with Section 10.11 of the Loan Agreement.

10. Except as provided in Section 7.7(a) of the Loan Agreement, Grantor shall have the duty, through counsel reasonably acceptable to Secured Party, to prosecute diligently any Patent applications pending as of the date of this Patent Security Agreement or thereafter until the Secured Obligations shall have been paid in full in cash, to make application on unpatented but patentable inventions and to preserve and maintain all rights in Patents, including, without limitation, the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Grantor. Except as provided in Section 7.7(a) of the Loan Agreement, Grantor shall not abandon any right to file a Patent application, or any pending Patent application or Patent without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. Grantor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any Patent or Patent application. With the consent of Secured Party, Grantor shall have the right to join Secured Party, if

necessary, as a party to such suit so long as Secured Party is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents. Grantor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including reasonable attorneys' fees incurred by Secured Party, in accordance with the Loan Agreement.

12. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Grantor, Grantor will promptly and duly execute and deliver such further instruments and documents and take such further action as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Patent Security Agreement and the Loan Agreement, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Patent Security Agreements, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any of the Loan Agreements.

14. All of Secured Party's rights and remedies with respect to the Patents, whether established hereby or by the Loan Agreement or any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Patent Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Patent Security Agreement in any jurisdiction.

16. This Patent Security Agreement is subject to modification only by a writing signed by both parties, except as provided in paragraph 5.

17. This Patent Security Agreement shall be binding upon Grantor and Secured Party and their respective permitted successors and assigns, and shall inure to the benefit of Grantor, Secured Party and the respective permitted successors and assigns of Grantor and Secured Party.

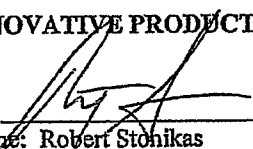
18. The validity and interpretation of this Patent Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California.

19. Section 10.2 (*Notice*) of the Loan Agreement is hereby incorporated herein in its entirety, save that references therein to the term Lender shall be deemed to be references to Secured Party herein and references therein to the term Borrowers shall be deemed to be references to Grantor herein.

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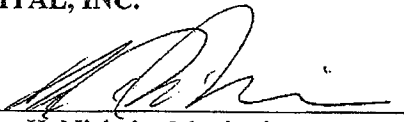
IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

INNOVATIVE PRODUCT ACHIEVEMENTS, LLC

By:   
Name: Robert Stonikas  
Title: Chief Executive Officer

Signature Page to Patent Security Agreement

**HERCULES TECHNOLOGY GROWTH  
CAPITAL, INC.**

By:   
Name: K. Nicholas Martitsch  
Title: Associate General Counsel

Signature Page to Patent Security Agreement



**SCHEDULE 1 TO  
PATENT SECURITY AGREEMENT**

REGISTERED PATENT(S):

<b>U.S. Patent No.</b>	<b>Date Issued</b>	<b>Description</b>
5,638,985	June 17, 1997	Vending Apparatus and Method
5,713,270	February 3, 1998	Apparatus for Receiving and Compacting Garments
5,829,349	November 3, 1998	Apparatus for Receiving and Compacting Garments
6,330,856	December 18, 2001	Garment Dispensing and Receiving Apparatus
6,502,718	January 7, 2003	Garment Dispensing and Receiving Apparatus Having a Removable Cartridge Body and a Flexible Dispensing Door
7,134,242	November 14, 2006	Automated Sliding User Doors and Door Mechanisms for a Dispenser
7,320,412	January 22, 2008	Dispensing Systems and Methods

PATENT APPLICATION(S):

<b>U.S. Patent Application No.</b>	<b>Date Applied</b>	<b>Description</b>
11/122,285	May 3, 2005	Dispensers with Removable Storage Cartridges
11/393,445	March 29, 2006	Item Receiving Systems and Methods
11/138,817	May 26, 2005	Portable Dispensers Comprising a Mobile Dispenser and Mobile Storage Cartridge
11/864,096	September 28,	Methods and Apparatus

	2007	for Increasing the Speed of Dispensing Articles from Vending Machines
11/778,422		Guides and Other Apparatus for Inserting a Cart, Such as a Cart with One or More Fixed Wheels, Into an Enclosure
11/744,387	May 4, 2007	Methods and Apparatus for Inserting a Cart, Such as a Cart with One or More Fixed Wheels, Into an Enclosure
11/778,425	July 16, 2007	Apparatus for Inserting a Cart, Such as a Cart with One or More Fixed Wheels, Into an Enclosure
11/849,332	September 3, 2007	Apparatus for Inserting a Cart, Such as a Cart with One or More Fixed Wheels, Into an Enclosure
11/236,214	September 26, 2005	Inventory Management Systems