

**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
ThingMagic, Inc.	04/17/2008

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 29**

Property Type	Number
Patent Number:	7075412
Application Number:	60307699
Application Number:	60384539
Application Number:	11439357
Application Number:	11455403
Application Number:	11455508
Application Number:	11167401
Application Number:	11171444
Application Number:	11171443
Application Number:	11195763
Application Number:	11206914
Application Number:	11265477
Application Number:	29246424
Application Number:	11422075
Application Number:	60813253

**CH \$1160.00 7075412**

Application Number:	11459634
Application Number:	11559248
Application Number:	11559227
Application Number:	11627781
Application Number:	60912871
Application Number:	60923314
PCT Number:	US0623180
PCT Number:	US0619679
PCT Number:	US0619680
PCT Number:	US0626470
PCT Number:	US0626469
PCT Number:	US0626471
PCT Number:	US0784487
PCT Number:	US0851861

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1501 Wilson Boulevard  
Address Line 2: Suite 510  
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	8040808
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NAME OF SUBMITTER:	Christopher E. Kondracki
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Total Attachments: 14  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 17<sup>th</sup> day of April, 2008 by and between **THINGMAGIC, INC.**, a Delaware corporation with its principal place of business at One Broadway, Cambridge, MA 02142 ("Grantor"), and **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to a certain Loan and Security Agreement dated as of even date hereof, between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Intellectual Property Collateral (as defined therein).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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

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

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

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

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, (ii) use its best efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be

unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

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

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and

record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior [written] notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.]

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of an Event of Default under the Loan Agreement shall constitute an Event of Default under this IP Agreement.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH 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. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

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

Address of Grantor:  
One Broadway  
Cambridge, MA 02142

GRANTOR:

THINGMAGIC, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By:  \_\_\_\_\_

Name: THOMAS KELLY

Title: VICE PRESIDENT

56120/1063



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

Address of Grantor:  
One Broadway  
Cambridge, MA 02142

GRANTOR:

THINGMAGIC, INC.

By: 

Name: THOMAS H. GONT

Title: CEO

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

56120/1063

Exhibit "A" attached to that certain Intellectual Property Security Agreement dated April 17, 2008.

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

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

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

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

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

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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ThingMagic creates software code and related documentation (the "Copyright Material") in connection with the design, manufacture and support of its products. To date, ThingMagic has not registered any of the Copyright Material, but such materials are produced and distributed with the © symbol.

Exhibit "B" attached to that certain Intellectual Property Security Agreement dated April 17, 2008.

EXHIBIT "B"

PATENTS

Patent Title	ThingMagic Reference No.	Attorney Reference No.	Country	Application or Patent Number	Filing Date	Type of Filing
Fabric-Integrated Networks	P01-01		US	60/307,699	July 25, 2001	Provisional Patent
Reconfigurable Identification and Tracking System	P02-01		US	60/384,539	May 30, 2002	Provisional Patent
Methods and Apparatus for Operating a Radio Device	P03-01	TMG03-01	US	10/448,053 7,075,412	May 30, 2002 May 29, 2003 July 11, 2006	Provisional Priority Date US Patent Application Patent No. (Expiration 9/1/23)
Methods and Apparatus for Operating a Radio Device	P03-01-06-01	TMG06-01	US	11/439,357	May 22, 2006	Continuation to 10/448,053
Methods and Apparatus for Operating a Radio Device	P03-01-06-02	TMG06-03	US	11/455,403	June 19, 2006	Continuation to 10/448,053 & 11/439,357
Methods and Apparatus for Operating a Radio Device	P03-01-06-03	TMG06-04	US	11/455,508	June 19, 2006	Continuation to 10/448,053 & 11/439,357
RFID Reader Front End	P05-01	2007051-0002, THG-002 2007051-0003, THG-003 2007051-0010, THG-010PC	US	11/167,401 PCT/US06/23180 WO 2007/001863	June 27, 2005 June 14, 2006 January 4, 2007	US Patent Application PCT Application PCT application published
Configurable, Calibrated Radio Frequency Identification Tag System	P05-02	2642-0008	US	11/171,444 PCT/US2006/019679 WO 2007/005134	July 1, 2005 May 19, 2006 March 29, 2007	US Patent Application PCT Application PCT application published
Multi-Reader Coordination in RFID System	P05-03	2642-0007	US	11/171,443 PCT/US2006/019680 WO	July 1, 2005 May 19, 2006 January 11, 2007	US Patent Application PCT Application PCT application published European application no.

		2642-0012		2007/005135 06 770 802.4	December 20, 2007	
Methods, Devices and Systems for Protecting RFID Reader Front Ends	P05-04	2642-0004 2642-0009 2642-0013	US	11/195,763 PCT/US2006 /026470 WO 2007/018867 0800302.2	August 3, 2005 July 6, 2006 February 15, 2007 January 9, 2008	US Patent Application PCT Application International Publication UK Application
			US			
RFID Reader System Incorporating Antenna Orientation Sensing	P05-05	2642-0005 2642-0010	US	11/206,914 PCT/US2006 /026469 US-2007- 0040687-A1	August 19, 2005 July 6, 2006 February 22, 2007	US Patent Application PCT Application Notice of Publication
Dynamically Reconfigurable Antennas for RFID Label Encoders/Reader	P05-05-05-01	2642-0006 2642-0011	US	11/265,477  PCT/US2006 /026471 US-2007- 0040689-A1 WO 2007- 024348	November 3, 2005 Priority Date: 8/19/05 July 6, 2006 February 22, 2007 March 1, 2007	Continuation to 11/206,914  PCT Application Notice of Publication Notice of Publication (WIPO)
Radio Frequency Identification Tag Reader	P06-01	2007051-0001 THG-001D	US	29/246,424 US D533,178 S	4/10/2006 12/5/2006	US Patent Application Patent No.
Systems and Methods for Active Noise Cancellation in an RFID Tag Reader	P06-02	2007051-0005, THG-005	US	11/422,075 US-2007- 0280369-A1	June 3, 2006 December 6, 2007	US Patent Application USPTO Notice of Publication
Methods and Apparatus for Synchronizing Wireless Communications; Radio Devices and Communications	P06-03	TMG06-02PCT	US	60/813,253	June 12, 2006 June 11, 2007	Provisional Patent PCT Application
Methods and Apparatus for RFID Tag Placement	P06-04	2007051-0004, THG-004	US	11/459,634 US-2008- 0018327-A1	July 24, 2006 January 24, 2008	US Patent Application Notice of Publication
Systems and Methods for Slot Classification	P06-05	2007051-0011, THG-010	US	11/559,248 PCT/US07/8 4487	November 13, 2006 November 13, 2007	US Patent Application PCT Application
Systems and Methods for Q Value Determination	P06-06	2007051-0013, THG-012	US	11/559,227 PCT/US07/8 4487	November 13, 2006 November 13, 2007	US Patent Application PCT Application

Method and Apparatus For Enhancing Privacy of Objects Associated with Radio Frequency Identification Tags	P07-01	2007051-0006 THG-0006 2007051-0019	US	11/627,781 PCT/US08/51861	January 26, 2007 January 24, 2008	US Patent Application PCT Application
Methods and Apparatus for Jamming Suppression in an RFID Reader	P07-02	2007051-0017 THG-016PR	US	60/912,871	April 19, 2007	Provisional Patent
Transferring of Information Using One or More Wireless Devices	P07-03	TMG07-01p		60/923,314 TBD	April 13, 2007 April 10, 2008	Provisional Patent PCT Application
"Null Stirrer": Cavity Impedance Changing Apparatus for an RFID System						Unfiled -- in process

Exhibit "C" attached to that certain Intellectual Property Security Agreement dated April 17, 2008.

EXHIBIT "C"

TRADEMARKS

Registered and Pending U.S. Trademarks	File Date	Ser. No	Reg. No.	Class	Status
THINGMAGIC	3/15/01	76228952	2566222	9	1/8/02: Registered 9/21/07: Renewed (next filing due before 4/30/12)
THINGMAGIC	3/3/08	77411590		9, 41, 42	
BAMBOO	04/22/99	76228953	N/A	9	6/14/05: Published for opposition
POWERED BY THINGMAGIC (& Design)	08/13/04	78467235	3020281	9	11/29/05: Registered (next filing due between 11/29/10 and 11/29/11)
READS ANY TAG.	05/27/04	78425899	N/A	9	6/13/05: Filed Allegation of Use and Amendment to Supplemental Register
INTELLIGENT NETWORK READY. READS ANY TAG.	05/27/04	78425903	N/A	9	6/29/05: Filed Allegation of Use and Amendment to Supplemental Register
MERCURY	05/24/04	78423589	3044866	9	1/17/06: Registered (next filing due between 1/17/11 and 1/17/12)
RADIOS	05/24/04	78423583	N/A	9	1/5/05: Non-Final action mailed (response due 7/5/05; will likely abandon)
THE ENGINE IN RFID					
<b>Abandoned U.S. Trademarks</b>	<b>File Date</b>	<b>Ser. No</b>	<b>Reg. No.</b>	<b>Class</b>	<b>Status</b>
<i>radios</i>	05/24/04	78423583	N/A	9	5/24/05: Filed express abandonment per client request
<b>U.S. Trademarks Not Registered</b>					
MercuryOS	Date of first use in U.S.: February 2005				

Exhibit "D" attached to that certain Intellectual Property Security Agreement dated April 17, 2008.

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

None.

Exhibit "E" attached to that certain Intellectual Property Security Agreement dated April 17, 2008.

EXHIBIT "E"

LICENSES

In connection with the sale of its products, ThingMagic grants non-exclusive licenses in and to its intellectual property to the extent required to use the products. No separate royalty is charged for such, the license is included with the fees paid for the product and maintenance and support.

ThingMagic recently joined the RFID Consortium, a group of companies that have pooled certain patents for the purposes of licensing such patents to the general public. The RFID Consortium is currently awaiting an anti-trust review by the U.S. Department of Justice. If approved, the RFID Consortium will offer licenses to the patents in the pool (including ThingMagic's patent) for a royalty rate that is dependant upon the type of product being licensed.