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
InteliFUSE, Inc.	11/24/2009

RECEIVING PARTY DATA

Name:	Simon, Peragine, Smith & Redfearn, LLP
Street Address:	1100 Poydras Street
Internal Address:	30th Floor
City:	New Orleans
State/Country:	LOUISIANA
Postal Code:	70163

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	09462862
Patent Number:	6268589
Patent Number:	6323461
Application Number:	09820411

OP $160.00 09462862

CORRESPONDENCE DATA

Fax Number: (504)569-2999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 504-569-2999
Email: stevej@spsr-law.com
Correspondent Name: Steve Jacobsen
Address Line 1: 1100 Poydras Street
Address Line 2: 30th Floor
Address Line 4: New Orleans, LOUISIANA 70163

NAME OF SUBMITTER:	Steven Jacobson

Total Attachments: 14

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of November 24, 2009 is made by a InteliFUSE, Inc., a Delaware corporation ("InteliFUSE"), in favor of Simon, Peragine, Smith & Redfearn, LLP, a Louisiana limited partnership ("SPSR"), with reference to the following:

A. WHEREAS, InteliFUSE has executed a Promissory Note in the amount of $279,550.00 in favor of SPSR dated November 24, 2009 ("Note");

B. WHEREAS, InteliFUSE has agreed to execute and deliver this Agreement and that certain Grant of Security Interest-Patents, of even date herewith (the "Grant Agreement"), to SPSR, said Grant Agreement being for filing with the PTO and with the equivalent registry in the United Kingdom, and as further evidence of and to effectuate SPSR's existing security interests in the patents and other general intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, InteliFUSE hereby agree in favor of SPSR, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble to this Agreement.

"Confidential Information" shall include non-public information with respect to patent applications owned, held, or used by InteliFUSE, including information with respect to serial number, filing date, and title of invention.

"Lien" shall mean any interest in property securing an obligation owed to, or a claim by, any Person other than the owner of the property, whether such interest shall be based on the common law, statute, or contract, whether such interest shall be recorded or perfected, and whether such interest shall be contingent upon the occurrence of some future event or events or the existence of some future circumstance or circumstances.

"Patent Collateral" shall have the meaning ascribed to such term in Section 2.

"Patents" shall have the meaning ascribed to such term in Section 2.

"Person" means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof.

"Proceeds" shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Patent Collateral, including "proceeds" as defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of InteliFUSE, from time to time in respect of any of the Patent Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of InteliFUSE from time to time with respect to any of the Patent Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to InteliFUSE from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Patent Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Patent Collateral or for or on account of any damage or injury to or conversion of any Patent Collateral by any Person.

"PTO" shall mean the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means, with respect to InteliFUSE, all liabilities, obligations, or undertakings owing by InteliFUSE of any kind or description arising out of or outstanding under, advanced or issued pursuant to this Agreement or the Promissory Note dated November ___, 2009 by InteliFUSE, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) and any and all costs, fees (including attorneys fees), and expenses which InteliFUSE is required to pay pursuant to any of the foregoing, by law, or otherwise.

"UCC" shall mean the Uniform Commercial Code as in effect from time to time in the State of Louisiana.

2. Security Interest.

(a) Assignment and Grant of Security Interests. As security for the prompt payment and performance of the Secured Obligations, InteliFUSE hereby grants assigns, transfers, and conveys to SPSR, a continuing security interest in all of InteliFUSE's right, title and interest in, to and under the following property, whether now existing or hereafter acquired or arising (collectively, the "Patent Collateral"):

(i) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held, or used by InteliFUSE in whole or in part, including all existing U.S. patents and patent applications of InteliFUSE which are described on Schedule A hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all patent licenses held by InteliFUSE, including such patent licenses which are described on Schedule A hereto, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties (collectively, the "Patents");

(ii) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of InteliFUSE of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents and not otherwise described above; and

(iv) all products and Proceeds of any and all of the foregoing.

Concurrently with execution of this Agreement, InteliFUSE shall execute and deliver to SPSR the Grant Agreement attached hereto as Exhibit A for filing with the PTO. This Agreement shall not be filed with the PTO or any other recording office or otherwise disclosed publicly. Additionally, SPSR shall take reasonable steps to ensure the protection of InteliFUSE's Confidential Information, including, when recording any security interest in the Patent Collateral, recording redacted copies of Schedule 1 to the Grant Agreement including only issued patents and/or only patent applications relevant to such recording.

(b) Continuing Security Interest. InteliFUSE agrees that this Agreement shall create a continuing security interest in the Patent Collateral which shall remain in effect until terminated in accordance with Section 17.

(c) Licenses. Anything in this Agreement to the contrary notwithstanding, so long as no Event of Default has occurred or is continuing, InteliFUSE may grant new licenses of the Patent Collateral to any other Person on a non-exclusive basis (subject to the security interests of SPSR therein) in the ordinary course of business consistent with past practice. Further, nothing in this Agreement, including any remedy available to SPSR after the occurrence of an Event of Default, shall interfere, extinguish, or limit the rights of a purchaser or distributor of products or services from InteliFUSE in the ordinary course of business from the benefit of said purchased or distributed products or services.

3. Further Assurances; Appointment Of SPSR As Attorney-In-Fact.

InteliFUSE, at its expense, shall execute and deliver, or cause to be executed and delivered, to SPSR any and all documents and instruments, in form and substance reasonably satisfactory to SPSR, and take any and all action, which SPSR, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of SPSR's security interests in the Patent Collateral and to accomplish the purposes of this Agreement. If InteliFUSE refuses to execute and deliver, or fail timely to execute and deliver, any of the documents they are requested to execute and deliver by SPSR in accordance with the foregoing, SPSR shall have the right to, in the name of InteliFUSE, or in the name of SPSR or otherwise, without notice to or assent by InteliFUSE, and InteliFUSE hereby irrevocably constitutes and appoints SPSR (and any of SPSR's officers or employees or agents designated by SPSR) as InteliFUSE's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of InteliFUSE on all or any of such documents or instruments, and perform all other acts, that SPSR, in the exercise of its Permitted Discretion, deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of SPSR's security interests in, the Patent Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of InteliFUSE, which SPSR, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Patent Collateral and to accomplish the purposes of this Agreement, including (A) upon the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Patent Collateral, (B) upon the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Patent Collateral, including any rights of InteliFUSE arising under Section 365(n) of the Bankruptcy Code, and (C) upon the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for SPSR to use the Patent Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Patent Collateral, and to assign, convey or otherwise transfer title in or dispose of the Patent Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17; provided that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed. Notwithstanding any other provision to the contrary in this Agreement, SPSR shall have no right to prosecute or enforce any patent application of the Patents or Patent Collateral except upon the occurrence and during the continuance of an Event of Default.

4. Representations and Warranties. InteliFUSE represents and warrants to SPSR, based on their actual knowledge, information and belief, as follows:

(a) No Other Patents. A true and correct list of all Patents owned or held (including those held pursuant to an exclusive license) by InteliFUSE, in whole or in part, is set forth on Schedule A.

(b) Validity. As of the date of this Agreement, each of the Patents listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Patents have been timely paid for maintaining such Patents in force, and each of the Patents is valid and enforceable.

(c) Title.

(i) InteliFUSE has rights in and good title to the existing Patent Collateral;

(ii) with respect to the Patent Collateral shown on Schedule A hereto as owned by it, InteliFUSE is the sole and exclusive owner thereof, free and clear of any Liens and rights of others, other than (A) Liens in favor of SPSR, (B) Permitted Liens, (C) shop rights and covenants by InteliFUSE not to sue third persons that in the exercise of InteliFUSE's business judgment have been effected with respect to Patent Collateral, and (D) rights of purchasers or distributors of products or services in the ordinary course of business; and

(iii) with respect to any Patent for which a InteliFUSE is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Patent, each such license or licensing agreement is in full force and effect, such InteliFUSE is not in material default of any of its obligations thereunder.

(d) No Infringement. The past, present and contemplated future use of the Patent Collateral by InteliFUSE has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. InteliFUSE has the unqualified right, power and authority to pledge and to grant to SPSR, security interests in all of the Patent Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. InteliFUSE covenants that so long as this Agreement shall be in effect, InteliFUSE shall:

(a) comply with all of the covenants, terms and provisions of this Agreement and the Note;

(b) promptly give SPSR written notice of the occurrence of any event outside the ordinary course of business, that, based on the exercise of InteliFUSE's business judgment could reasonably be expected to have a material adverse effect on any of the Patents or the Patent Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Patents for which a InteliFUSE is a licensee;

(c) comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the Patent Collateral and give such notice of patent, prosecute such material claims, and do all other acts and take all other measures which, in InteliFUSE's reasonable business judgment, may be necessary or desirable to preserve, protect and maintain the Patent Collateral and all of InteliFUSE's rights therein, including the diligent prosecution of any material patent application pending as of the date of this Agreement or thereafter; provided that InteliFUSE shall not be required to apply for, prosecute, defend, register, maintain, or take other actions with respect to any Patent Collateral that is not reasonably necessary for the conduct of the business of Borrower and its Subsidiaries;

(d) not permit the inclusion in any contract to which InteliFUSE becomes a party of any provision that could or might impair or prevent the creation of a security interest in favor of SPSR in InteliFUSE's rights and interest in any property included within the definition of Patent Collateral acquired under such contracts; and

(e) InteliFUSE shall take appropriate actions to prevent the unauthorized use or infringement of the Patents and/or to defend InteliFUSE's rights in the Patents, that, in the exercise of InteliFUSE's business judgment are considered advisable based on business conditions at the time a decision with respect to such action is made. The foregoing shall not be construed to limit InteliFUSE's right to compromise, assign, modify or license the Patents or the Patent Collateral to resolve disputes with respect to actions taken to enforce or defend InteliFUSE's rights in the Patents that, in the exercise of InteliFUSE's business judgment are desirable based on business conditions at the time a decision to compromise, assign, modify or license the Patent or the Patent Collateral is made.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until SPSR shall have released or terminated, in whole but not in part, its interest in the Patent Collateral, if and when InteliFUSE shall obtain rights to any new Patent or Patent Collateral, or become entitled to the benefit of any Patent, or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or Patent Collateral or any improvement thereof (whether pursuant to any license or otherwise), the provisions of this Agreement shall automatically apply thereto. InteliFUSE shall provide an updated Schedule A and an updated Grant Agreement no less than every three (3) months following the first anniversary date of this Agreement to reflect newly issued patents which have resulted from the exercise of InteliFUSE's business judgment. Nothing in this Agreement shall require InteliFUSE to file or maintain any Patent registrations or applications or take any enforcement or defensive action with respect to patent rights that, in the InteliFUSE's reasonable business judgment, are not warranted based on business conditions at the time such decision is made or to limit InteliFUSE's right to compromise, assign, modify or license the Patents or the Patent Collateral to resolve disputes with respect to the Patents that InteliFUSE, in the exercise of its business judgment, deem desirable based on business conditions at the time a decision to compromise, assign, modify or license the Patents or the Patent Collateral is made. If InteliFUSE refuses to execute and deliver, or fail timely to execute and deliver to SPSR an updated Grant Agreement or Schedule A, InteliFUSE hereby authorizes SPSR to modify, amend or supplement Schedule A and to execute an updated Grant Agreement on InteliFUSE's behalf and as their attorney-in-fact to include any future Patents which are or become Patent Collateral and to cause such updated Grant Agreement or Schedule A to be filed with the PTO, taking reasonable steps to ensure the protection of InteliFUSE's Confidential Information, including recording redacted copies of Schedule 1 to the Grant Agreement including only issued patents and/or only patent applications relevant to such recording.

7. Events of Default. The occurrence of any "Event of Default" under the Note shall constitute an Event of Default hereunder.

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, SPSR shall have all rights and remedies available to it under the Note and this Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Patent Collateral, subject to any third party rights identified in this Agreement. InteliFUSE agrees that such rights and remedies

include the right of SPSR as a secured party to sell or otherwise dispose of its collateral after default, pursuant to the UCC. InteliFUSE agrees that SPSR shall at all times have such non-exclusive, royalty free licenses, to the extent permitted by law, for any Patent Collateral that is reasonably necessary to permit the exercise of any of SPSR's rights or remedies upon the occurrence and during the continuation of an Event of Default with respect to (among other things) any tangible asset of InteliFUSE in which SPSR has a security interest, including SPSR's rights to sell inventory, tooling or packaging which is acquired by InteliFUSE (or their respective successors, assignees or trustees in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, SPSR shall have the right but shall in no way be obligated to bring suit, or to take such other action as SPSR, in the exercise of its Permitted Discretion, deems necessary or advisable, in the name of InteliFUSE or SPSR, to enforce or protect any of the Patent Collateral, in which event InteliFUSE shall, at the request of SPSR, do any and all lawful and necessary or expedient acts and execute any and all documents required by SPSR necessary to such enforcement. To the extent that SPSR shall elect not to bring suit to enforce such Patent Collateral, upon the occurrence and during the continuation of an Event of Default, InteliFUSE, in the exercise of their reasonable business judgment, agree to use all reasonable measures and diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agree diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation until such time as SPSR shall dispose of the Patent Collateral.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by InteliFUSE and SPSR and their respective successors and assigns.

10. Notices. All notices and other communications hereunder to SPSR and InteliFUSE shall be in writing and shall be mailed, sent or delivered in accordance to the following addresses:

InteliFUSE: 1937 VETERANS BLVD #359
METAIRIE, LA 70005

SPSR: 1100 Poydras Street, 30th Floor
New Orleans, LA 70163
Attn: Steve Jacobsen
Facsimile: (504) 569-2999

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Louisiana, except to the extent that the validity or perfection of the security interests hereunder in respect of the Patent Collateral are governed by federal law, in which case such choice of Louisiana law shall

not be deemed to deprive SPSR of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the Note, together with the Schedules hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, SPSR may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which 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 an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

15. No Inconsistent Requirements. InteliFUSE acknowledges that this Agreement and the Note may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and InteliFUSE agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. InteliFUSE agrees that, to the extent of any conflict between the provisions of this Agreement and Note, the provisions of the Note shall govern.

16. Renewal, Extension or Rearrangement. All provisions of this Agreement relating to the Note shall apply with equal force and effect to each and all promissory notes or security instruments hereinafter executed which in whole or in part represent a renewal, extension for any period, increase or rearrangement of any part of the Note.

17. Termination. Upon the indefeasible payment in full in cash of the Secured Obligations, this Agreement shall terminate and SPSR shall execute and deliver such documents and instruments and take such further action reasonably requested by

InteliFUSE and at InteliFUSE's expense as shall be necessary to evidence termination of the security interests granted by InteliFUSE to SPSR hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

INTELIFUSE, INC.

Eugene Antoine Jr.

By: EUGENE ANTOINE JR

Title: PRESIDENT + CEO

SIMON, PERAGINE, SMITH & REDFEARN, LLP

By: Steven A. Jackson

Title: Partner

SCHEDULE A

United States Patents,
Patent Applications and Patent Licenses

Patents Licenses:

1. 6,268,589
2. 6,323,461

Patent application numbers:

1. The application number for patent number 6,268,589 is 09/462,862, and
2. The application number for patent number 6,323,461 is 09/820,411

EXHIBIT A

GRANT OF SECURITY INTEREST - PATENTS

WHEREAS, InteliFUSE, Inc. a Delaware corporation (the "InteliFUSE"), and Simon, Peragine, Smith & Redfearn, LLP, a Louisiana limited partnership (the "SPSR"), have executed a certain Patent Security Agreement of even date herewith whereby InteliFUSE agreed to grant a security interest in, inter alia, (1) all letters patent of the U.S. or any other country, all registrations and recordings thereof, and all applications for letters patent of the U.S. or any other country, owned, held, or used by InteliFUSE in whole or in part, including all existing U.S. patents and patent applications of InteliFUSE which are described on Schedule 1 hereto, as the same may be amended or supplemented pursuant hereto from time to time, and together with and including all patent licenses held by InteliFUSE, including such patent licenses which are described on Schedule 1 hereto, together with all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof and the inventions disclosed therein, and all rights corresponding thereto throughout the world, including the right to make, use, lease, sell and otherwise transfer the inventions disclosed therein, and all proceeds thereof, including all license royalties and proceeds of infringement suits (collectively, the "Patents"), subject to the rights of purchasers or distributors of products or services from InteliFUSE in the ordinary course of business; (2) all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of any of the Patents and all rights arising therefrom and pertaining thereto; (3) all general intangibles (as defined in the UCC) and all intangible intellectual or other similar property of InteliFUSE of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Patents and not otherwise described above; and (4) all products and Proceeds of any and all of the foregoing.

This document is intended to be used solely for the purpose of recording the security interest set forth in said Patent Security Agreement. The actual terms of the security interest, as well as a full description of the property covered by the Patent Security Agreement, as well as the respective rights and obligations of the parties, are contained in said Patent Security Agreement and nothing in this document shall change, or in any manner modify, the terms, conditions, rights or obligations as set forth therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, InteliFUSE does hereby grant, transfer and convey to SPSR a security interest in all of InteliFUSE's right, title and interest in and to the Patents, together with all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

Signed at ______________, ____________ this 24TH day of November, 2009.

INTELIFUSE, INC.

Eugene Antoine

By: EUGENE ANTOINE JR.

Title: PRESIDENT + CEO

SCHEDULE 1

United States Patents,
Patent Applications and Patent Licenses

Patents Licenses:

1. 6,268,589
2. 6,323,461

Patent application numbers:

1. The application number for patent number 6,268,589 is 09/462,862; and
2. The application number for patent number 6,323,461 is 09/820,411

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