

06-22-2010

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



103600155

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)

Vinu P. Malik

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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

Execution Date(s) 6/16/2010

- ☒ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Sovereign Bank, a federal savings bank

Internal Address: _____

Street Address: One Sovereign Place

City: New Bedford

State: MA

Country: United States Zip: 02740

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application or patent number(s):

☐ This document is being filed together with a new application

A. Patent Application No.(s)

D444,295

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Dorian Osmani, Vice President, Sovereign Bank

Internal Address: _____

Street Address: One Sovereign Place

City: New Bedford

State: MA Zip: 02740

Phone Number: (508) 984-6004

Fax Number: (508) 984-6300

Email Address: DOsmani@sovereignbank.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

06/21/2010 NJAMA1 00000057 D444295

Authorized User Name

01 FC:0021

48.00 OP

9. Signature:

Signature

June 16, 2010

Date

Name of Person Signing

VINU MALIK

Total number of pages including cover sheet, attachments, and documents:

8

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, V.A. 22313-1450

PATENT
REEL: 024563 FRAME: 0893

PATENT, TRADEMARK AND LICENSE COLLATERAL ASSIGNMENT

This PATENT, TRADEMARK, AND LICENSE ASSIGNMENT (this "Assignment") is made and entered into as of this 16th day of June, 2010, by and between Vinu P. Malik, an individual (the "Assignor") having a mailing address of 14 Chachapacasset Road, Barrington, Rhode Island 02806, and Sovereign Bank, a federal savings bank (the "Assignee"), having an office at One Sovereign Place, New Bedford, Massachusetts 02740.

WITNESSETH:

WHEREAS, in order to secure the due and punctual payment of all of the Obligations (as defined below), the Assignor has agreed to grant to the Assignee, for its benefit, a first priority security interest in all of its assets. "Obligations" shall mean all indebtedness and liabilities whatsoever of the Assignor to the Assignee, whether direct, indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, all indebtedness and obligations evidenced by promissory notes, guarantees, overdrafts, reimbursement agreements for letters of credit and reimbursement obligations to correspondent or affiliate banks for the issuance of letters of credit on behalf of the Assignor, and any collection expenses; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith by and between the Assignor and the Assignee (the "Security Agreement"), the Assignor has mortgaged, pledged, and granted to the Assignee, for its benefit, a lien on and security interest in all right, title, and interest of the Assignor in, to, and under all of the Assignor's Patents, Trademarks, and Licenses (as defined below), whether presently existing or hereafter arising or acquired, and any products and proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement thereof for the full term of the Patents, Trademarks, and Licenses to secure the due and punctual payment of all of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor agrees as follows:

1. Incorporation of Security Agreement and Related Documents. The Security Agreement and any and all documents, instruments and agreements secured thereby or otherwise related thereto (collectively, the "Related Documents") and all the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

2. Assignment of Patents, Technical Information, Licenses, and Trademarks. To secure the complete and timely satisfaction of all of the Obligations:

a. The Assignor hereby grants, assigns, and conveys to the Assignee, for its benefit, the entire right, title, and interest of the Assignor in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed:

(i) The Assignor's patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions,

continuations, renewals, extensions, and continuations-in-part thereof; (b) all income, royalties, damages, and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (c) subject to the provisions of paragraph 11, the right to sue for past, present, and future infringements thereof; and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, of this sentence, are sometimes hereinafter individually and/or collectively referred to as the Patents);

(ii) The Assignor's technical information and know-how relating to processes, procedures, inventions, machines or trade secrets used in connection with the Patents; and

(iii) The Assignor's license agreements relating to or involving any of the Patents or technical information described in clauses (a)(i) or (a)(ii) with any other party, whether the Assignor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell, and advertise for sale all Inventory (as defined in the Security Agreement) now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing are hereafter referred to collectively as the Patent Licenses).

b. The Assignor hereby grants, assigns, and conveys to the Assignee, for its benefit, a security interest in the following property:

(i) The Assignor's trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark, and service mark applications, and (a) renewals thereof; (b) all income, royalties, damages, and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; (c) the right to sue for past, present, and future infringements thereof; (d) all rights corresponding thereto throughout the world; and (e) all of the goodwill of the Assignor's business connected with and symbolized by the trademarks, service marks, tradenames, or other items described in clauses (a) through (d), inclusive, of this sentence (all of the foregoing trademarks, trademark registrations, service marks, service mark registrations, tradenames, and applications, together with the items described in clauses (a) through (e), inclusive, of this sentence are sometimes hereafter individually and/or collectively referred to as the Trademarks);

(ii) The Assignor's license agreements relating to or involving any of the trademarks, service marks, tradenames, or other items described in clause (b)(i) with any other party, whether the Assignor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell, and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing are hereafter referred to collectively as the Trademark Licenses).

3. Restrictions on Future Agreements. The Assignor agrees that until the Obligations shall have been satisfied in full, the Assignor will not, without the Assignee's prior written consent, enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Assignment, and the Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees,

or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Assignee, under this Assignment.

4. New Patents, Trademarks, and Licenses. The Assignor represents and warrants that the Patents, Trademarks, Patent Licenses, and Trademark Licenses listed on the Schedules annexed hereto, constitute all of the issue patents, registered trademarks, registered service marks, applications, and licenses now owned by the Assignor. If, before the Obligations shall have been satisfied in full, the Assignor shall (i) obtain rights to any new patent, registered trademark, registered service mark, registered tradename, or license, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark or service mark registration, license renewal, or 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 2 above shall automatically apply thereto and Assignor shall give to the Assignee prompt written notice thereof. The Assignor hereby authorizes the Assignee to modify this Assignment by amending any Schedule annexed hereto to include any future patents, patent applications, registered trademarks, registered service marks, trademark applications, service mark applications, registered tradenames, and licenses that are Patents, Trademarks, Patent Licenses, or Trademark Licenses, as applicable, under paragraph 2 above or under this paragraph 4 (collectively, Future Rights). The Assignor agrees to execute all documents necessary to record or preserve the Assignee's interest in all Patents, Trademarks, Patent Licenses, or Trademark Licenses added to the Schedules annexed hereto pursuant to this paragraph 4. In addition, the Assignor shall instruct the attorney prosecuting or filing any such Future Rights on behalf of the Assignor to take all necessary steps to perfect the Assignee's security interest in said Future Rights and to deliver an opinion to the Assignee stating that such security interest has been so perfected.

5. Royalties. The Assignor hereby agrees that the rights to use by the Assignee of each Patent and Patent License as described above shall be as extensive as the rights of the Assignor to use such Patent or Patent License and without any liability for royalties or other related charges from the Assignee to the Assignor, subject, however, to the provisions of paragraph 7.

6. Term. The term of the assignment of the various interests granted herein shall extend until the earlier of (i) the expiration, abandonment, or disclaimer, as the case may be, of each of the respective Patents, Patent Licenses, Trademarks, and Trademark Licenses assigned hereunder, or (ii) upon the full satisfaction of all of the Obligations.

7. Grant of License to Assignor. Until the occurrence of and during the continuation of an Event of Default, as defined in the Security Agreement and/or any of the Related Documents ("Event of Default"), the Assignee hereby grants to the Assignor the exclusive, nontransferable right and license to exercise the Assignee's rights under the Patent Licenses, and to make, have made, use, and sell the inventions disclosed and claimed in the Patents. As long as such right and license shall exist, the Assignee shall not exercise any right under or with respect to any Patent or Patent License except as provided in paragraph 11 hereof. The Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to the Assignor in this paragraph 7, without the prior written consent of the Assignee. From and after the occurrence of an Event of Default and upon notice by the Assignee to the Assignor, the

Assignor's license with respect to the Patents and Patent Licenses as set forth in this paragraph 7 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and the Assignee shall have, in addition to all other rights and remedies given it by this Assignment, 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 Assignor's records concerning the Patents or Patent Licenses may be located.

8. Assignor's Right to Use Trademarks and Trademark Licenses. Until the occurrence of and during the continuation of an Event of Default, unless such Event of Default has been waived by the Assignee, the Assignor reserves the exclusive right, subject to the Assignee's security interest, to own and use the Trademarks and to exercise all rights derived from the Trademark Licenses. The Assignor agrees to undertake all necessary acts to maintain and preserve the Trademarks and the rights under the Trademark Licenses, including, but not limited to, filing of affidavits of use and incontestability, where applicable, under Sections 8 and 15 of the Lanham Act (15 U.S.C. Sections 1058 and 1065), and renewals and initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of the Assignor in its Trademarks. The Assignor agrees not to sell or assign any interest in, or grant any licenses under, the Trademarks or Trademark Licenses without the prior written consent of the Assignee. From and after the occurrence of an Event of Default and upon notice by the Assignee to the Assignor, the Assignor's exclusive rights to own and use the Trademarks and Trademark Licenses as set forth in this paragraph 8 shall terminate forthwith, to be reinstated only if and when such event is cured or waived, and the Assignee shall have, in addition to all other rights and remedies given it by this Assignment, 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 Assignor's records concerning the Trademarks or Trademark Licenses may be located.

9. Reassignment to Assignor. Upon full satisfaction of the Obligations, the Assignee shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reinvest in the Assignor full title to the Patents, Patent Licenses, Trademarks and Trademark Licenses, subject to any disposition thereof, after an Event of Default, which may have been made by the Assignee pursuant hereto or pursuant to the Security Agreement or any of the Related Documents.

10. Duties of Assignor. The Assignor shall have the duty (i) to prosecute diligently any patent application of the Patents and any trademark or service mark application of the Trademarks pending as of the date hereof or thereafter until the Obligations are fully satisfied; (ii) to make application on the Assignor's unpatented but patentable inventions and on the Assignor's trademarks and service marks, as is appropriate in the Assignor's good faith judgment; and (iii) to use its best efforts to preserve and maintain all rights in patent applications of the Patents and in trademark and service mark applications and trademark and service mark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Assignor. In any suit to enforce any Patent License, Trademark License, Patent, or Trademark, the Assignee shall, at the expense and request of the Assignor, join, to the extent necessary, as a plaintiff and do any and all lawful acts and execute any and all proper documents reasonably required by the Assignor in connection with such suit.

THE ASSIGNOR SHALL NOT ABANDON ANY RIGHT TO FILE ANY MATERIAL PATENT APPLICATION, TRADEMARK APPLICATION, SERVICE MARK APPLICATION, PATENT, OR TRADEMARK WITHOUT THE CONSENT OF THE ASSIGNEE, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

11. Assignee's Right to Sue. At any time after the occurrence and during the continuance of an Event of Default, the Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name, on its behalf, to enforce the Patent Licenses, Trademark Licenses, Trademarks, and Patents and, if the Assignee shall commence any such suit, the Assignor shall, at the request of the Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by the Assignee in aid of such enforcement and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this paragraph 11.

12. Waivers. No course of dealing between Assignor and the Assignee, nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power, or privilege hereunder or under the Security Agreement or any of the Related Documents 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. Severability. The provisions of this Assignment 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 other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended, or modified in any way, except as specifically provided in paragraph 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Effect on Security Agreement. All of the Assignee's rights and remedies with respect to the Patents, Trademarks, Patent Licenses, and Trademark Licenses, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Security Agreement or any of the Related Documents, but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Assignee, its nominees, and assigns.

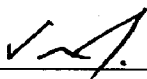
17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

18. Conflict of Terms. Except as otherwise explicitly provided in this Assignment, if any provision contained in this Assignment is in conflict with or inconsistent with any provision

in the Security Agreement or any of the Related Documents, the provisions contained in the Security Agreement and/or the Related Documents shall govern and control, to the extent of such conflict or inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

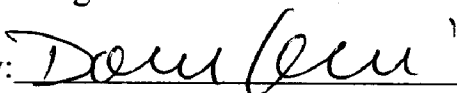
ASSIGNOR:



Vinu P. Malik

ASSIGNEE:

Sovereign Bank

By: 

Dorian Osmani, Vice President

Schedule A

United States Design Patent No. D444,295