

08-06-2010

DEPARTMENT OF COMMERCE  
Patents and Trademark Office

<div>8/3/10</div> <div>To the Director of the U.S. Patent and Trademark</div>		<div>103603718</div> <div>the new address(es) below.</div>
<b>1. Name of conveying party(ies)</b> Keith McMillen Instruments Joint Venture Kesumo, LLC StringPort, LLC Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: KURTIS W. McMILLEN Internal Address: _____ Street Address: 4918 Pelehu Rd. City: Kapa'a State: Hawaii Country: U.S.A. Zip: 96747 Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) February 1, 2010 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		<b>4. Application or patent number(s):</b> <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) 12/436,614 - Batt-O-Meter 12/467,136 - Sensor Bow for Stringed Instrument 12/501,015 - Computer Input Device for Polyphonic Stringed Instruments B. Patent No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. Name and address to whom correspondence concerning document should be mailed:</b> Name: Susan A. Morgan Internal Address: _____ Street Address: 2063 Main Street, #170 City: Oakley State: California Zip: 94561 Phone Number: 925-392-8663 Fax Number: _____ Email Address: susan@katovichlaw.com		<b>6. Total number of applications and patents involved:</b> seven (7) <b>7. Total fee (37 CFR 1.21(h) &amp; 3.41)</b> \$ 280.00 <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) <b>8. Payment Information</b> Deposit Account Number _____ Authorized User Name _____
<b>9. Signature:</b> <div>Mitchell L. Garrett</div> <div>Mitchell L. Garrett</div> <div>Signature</div> <div>Name of Person Signing</div>		<div>2 August 2010</div> <div>Date</div> <div>Total number of pages including cover sheet, attachments, and documents: 20</div>

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

ADDENDUM TO RECORDATION FORM COVER SHEET  
PATENTS (PTO-1595)

CONTINUATION OF ITEM 2: NAME AND ADDRESS OF RECEIVING PARTIES

PAUL DRESHER  
51 Avenida Dr.  
Berkeley, CA 94708

SHARON OLSON  
3841 Kelly Blvd.  
Carrollton, TX 75007

AMANDA McCOY  
1281 64<sup>th</sup> St.  
Emeryville, CA 94608

STEVE BLINDER  
127 Arena Street  
El Segundo, CA 90245

TRINI & LISA AMADOR  
21970 Moscow Road  
P.O. Box 230  
Duncan Mills, CA 95430

KENNETH McMILLEN  
500 Edwards Dr.  
Norman, OK 73072

GLEN HAUER  
1417 Carleton Street  
Berkeley, CA 94702

GORDON GEE  
1594 Portland Ave.  
Berkeley, CA 94707

CLAUDE SPRAGUE  
1210 Hearst Avenue  
Berkeley, CA 94702

SPENCER WEISBROTH & EDITH de JONG  
1862 10<sup>th</sup> Ave.  
San Francisco, CA 94122

ADDENDUM TO RECORDATION FORM COVER SHEET  
PATENTS (PTO-1595)



CONTINUATION OF ITEM 2: NAME AND ADDRESS OF RECEIVING PARTIES

VANCE GALLOWAY  
3936 SW Orchard St.  
Seattle, WA 98136

JOHN D. PAUL  
42 Truman Drive  
Novato, CA 94947

CONTINUATION OF ITEM 4: APPLICATION OR PATENT NUMBER(S):

B. Provisional Patent Application No.(s)

61/252,426 – Foot Operated Controller (SoftStep)

C. PCT Application No.(s)

PCT/US2009/060036 – In Situ Battery Tester (Batt-O-Meter)

PCT/US2009/044382 – Sensor Bow for Stringed Instrument

PCT/US2009/050275 – Computer Input Device for Polyphonic Stringed Instruments



## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made as of February 1, 2010 (the “**Effective Date**”) by Keith McMillen Instruments Joint Venture, a California Joint Venture (“**Borrower**”), and the parties to that certain Security Agreement, dated of even date herewith, by and among Borrower and the parties listed as Secured Parties therein (the “**Secured Parties**”) (the “**Security Agreement**”), to secure certain indebtedness of Borrower as defined in the Security Agreement. Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Security Agreement.

### RECITALS

A. Borrower is composed of certain joint venture entities (the “**Joint Venturers**”) that make up Borrower pursuant to that certain Keith McMillen Instruments Joint Venture Agreement, dated as of December 15, 2009 (the “**KMI Agreement**”), and

B. Pursuant to (i) the Security Agreement and (ii) certain other documents (including this Agreement), Borrower has granted or will be granting to the Secured Parties a continuing security interest in certain personal and intellectual property of the Joint Venturers, including all right, title and interest of the Joint Venturers in, to and under the Patent Collateral (as defined below) and the Trademark Collateral (as defined below) to secure Borrower’s Indebtedness.

Page 4

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower grants to the Secured Parties, to secure Borrower’s Indebtedness (as defined in the Security Agreement), a continuing security interest in all of each of the Joint Venturer’s right, title and interest in, to and under the following:

(1) The “**Patent Collateral**”, which is to include the patents, patent applications, provisional patents applications and PCT applications, listed on Attachment 1-A, attached hereto and any future related non-provisional patent applications, any conversion of the provisional patent applications, and any patent issued in connection with such applications (including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part, renewals or extensions thereto).

(2) The “**Trademark Collateral**”, which is to include the trademarks and trademark applications listed on Attachment 1-B, attached hereto (including any goodwill relating to any of the foregoing and any rights or items necessary to such goodwill to prevent any assignment from being an assignment in gross).

Collectively, the Patent Collateral and the Trademark Collateral, the “**IP Collateral**”.

Borrower will file, within thirty (30) days of the Effective Date of this Agreement, appropriate documents with U.S. Patent and Trademark Office, in order to evidence the perfection of the Secured Parties’ rights in the IP Collateral, and to perfect and maintain such

security interests in the IP Collateral granted to the Secured Parties hereby, and to give any third party notice of the Secured Parties' interest in the IP Collateral. A copy of the filings made hereunder will be furnished to the Secured Parties, upon their request. Upon the full and final discharge of all Indebtedness of Borrower (as to any Secured Party), the Secured Parties (or such Secured Parties) will each execute and deliver such documents as may be reasonably necessary and requested by Borrower to release the IP Collateral from the security interest granted to the Secured Parties (or such Secured Parties) in this Agreement.

Borrower may not sell, transfer, assign or further encumber the IP Collateral, *except* to the extent expressly permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Joint Venturers to the Secured Parties pursuant to the Security Agreement. Borrower acknowledges and affirms that the rights and remedies with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**[Signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this **Intellectual Property Security Agreement** effective as of the Effective Date first above written.

**BORROWER:**

**SECURED PARTIES:**

**Keith McMillen Instruments Joint Venture**

By: 

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

The terms of this Intellectual Property Security Agreement are explicitly agreed to and acknowledged by each of the following parties (each a joint venturer in Borrower):

**KESUMO, LLC**  
**A California limited liability company**

By: 

Name: Keith A. McMillen

Title: Managing Member

**STRINGPORT, LLC**  
**A California limited liability company**

By: 

Name: Keith A. McMillen

Title: Managing Member

**Attachments:**

Attachment 1-A: Patent Collateral

Attachment 1-B: Trademark Collateral

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**BORROWER:**

**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: Kurtis W. McMillen

Name: KURTIS W. McMILLEN

Address: 4918 PELEHU ROAD

KAPA'A HI 96746

The terms of this Intellectual Property Security Agreement are explicitly agreed to and acknowledged by each of the following parties (each a joint venturer in Borrower):

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**A California limited liability company**

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

Name: Keith A. McMillen

Title: Managing Member

**STRINGPORT, LLC**

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Name: Keith A. McMillen

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**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Paul Dresher

Address: 51 Avenida Dr.

Berkeley, CA 94708

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Name: Keith A. McMillen

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**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

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

Name: Shaun Olson

Address: 3841 Nelly Blvd.

Carrollton, TX 75007

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**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

Name: AMANDA MCCOY

Address: 1281 69th ST

EMERYVILLE CA 94608

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

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By: 

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Steve Blinder

Address: 1247 Alena St

E 1 Segunda CA

9800245

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Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

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

Address: \_\_\_\_\_

*[Handwritten Signature]* Lisa Amador  
 Name: TRINE AMADOR  
 Address: PO BOX 230  
DUNCANS MILL CA  
95470

The terms of this Intellectual Property Security Agreement are explicitly agreed to and acknowledged by each of the following parties (each a joint venturer in Borrower):

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Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: Kenneth D. McMillen

Name: Kenneth D. McMillen

Address: 500 Edwards Dr.

Norman, OK 73071

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Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

Name: Glen Hauer

Address: 1417 Carleton St

Berkeley, CA 94702

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Title: Agent

Address: 970 Miller Ave.


Berkeley, CA 94708

**SECURED PARTIES:**

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

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

Address: \_\_\_\_\_

  
1594 Redwood Ave  
Berkeley CA  
94707

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

Name: Keith A. McMillen

Title: Managing Member

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: Claude Sprague

Name: Claude Sprague

Address: 1210 Hearst Avenue

Berkeley, CA 94702

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Spencer W. Webster + Edith de Jong

Address: 1862 10th Ave

San Francisco CA 94122

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: Vance Galloway

Name: Vance Galloway

Address: 3936 SW Orchard St

Seattle, WA 98136

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Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Jon D. Paul

Address: #42 Truman Drive

Novato, CA 94947

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**ATTACHMENT 1-A**  
**PATENT COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	U.S. Patent Application	In Situ Battery Tester (Batt-O-Meter)	Serial No: 12/436,614 Filing Date: May 6, 2009
	PCT Application		Serial No. PCT/US2009/060036 Filing Date: October 8, 2009
Kesumo, LLC	U.S. Patent Application	Sensor Bow for Stringed Instrument	NO. 12/467,136 Filing Date: May 15, 2009
	PCT Application		Serial No. PCT/US2009/044382 Filing Date: May 18, 2009
StringPort LLC	U.S. Patent Application	Computer Input Device for Polyphonic Stringed Instruments	NO. 12/501,015 Filing Date: July 10, 2009
	PCT Application		Serial No. PCT/US2009/050275 Filing Date: July 10, 2009
Kesumo, LLC	U.S. Provisional Patent	Foot Operated Controller (SoftStep)	Serial No: 61/252,426 Filing Date: October 16, 2009

All Patent Collateral is located at: 970 Miller Ave, Berkeley, CA 94708.

**ATTACHMENT 1-B**  
**TRADEMARK COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	Trademark Application	Batt-O-Meter	Serial Number 77/646-807
StringPort, LLC	Trademark Application	StringPort	Serial Number 77/504,550

All Trademark Collateral is located at: 970 Miller Ave, Berkeley, CA 94708.