

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
Wireless Environment, LLC	08/06/2010
RECEIVING PARTY DATA	
Name:	Director of Development of the State of Ohio
Street Address:	P.O. Box 1001
Internal Address:	77 South High Street, 28th Floor
City:	Columbus
State/Country:	OHIO
Postal Code:	43216-1001
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	11692075
Application Number:	11847509
Application Number:	12626640
CORRESPONDENCE DATA	
Fax Number:	(330)864-7986
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(330)864-5550
Email:	millier@hahnlaw.com
Correspondent Name:	Hahn Loeser & Parks LLP
Address Line 1:	One GOJO Plaza
Address Line 2:	Suite 300
Address Line 4:	Akron, OHIO 44311
ATTORNEY DOCKET NUMBER:	204369.00011
NAME OF SUBMITTER:	Rex W. Miller, II

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REEL: 024988 FRAME: 0071

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 6th day of August, 2010 by **Wireless Environment, LLC**, an Ohio limited liability company (the "Company"), in favor of the **Director of Development** (the "Director") of the **State of Ohio** (the "State").

1. Recitals.

The Company is entering into that certain Loan Agreement, dated as of the date hereof, with the Director (as the same may from time to time be amended, restated or otherwise modified, the "Loan Agreement") and that certain Security Agreement dated as of the date hereof with the Director (as the same may be amended, restated, or otherwise modified, the "Security Agreement"). The Company desires that the Director grant the financial accommodations as described in the Loan Agreement.

The Company deems it to be in the direct pecuniary and business interests of the Company that the Company obtain from the Director the Loan, as defined in the Loan Agreement, provided for in the Loan Agreement and the Security Agreement.

The Company understands that the Director is willing to grant such financial accommodations to the Company only upon certain terms and conditions, one of which is that the Company grant to the Director a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Director entering into the Loan Agreement, each financial accommodation granted to the Company by the Director and for other valuable consideration.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein shall have their respective meanings ascribed to them in the Loan Agreement or the Security Agreement, as applicable, and (b) unless otherwise defined in the Loan Agreement or the Security Agreement, as applicable, terms that are defined in the Commercial Code are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of the Company's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, provisional patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those that are registered or pending as listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations,

extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Company connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance covering the foregoing, including the returned premium upon any cancellation of insurance (whether or not the Director is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) all Proceeds and products of any of the foregoing.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all obligations now owing or hereafter incurred by the Company to the Director pursuant to the Loan Agreement and the other Loan Documents; (b) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (c) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by the Company pursuant to the Loan Agreement or any other Loan Document; (d) every other liability, now or hereafter owing to the Director (or any affiliate of the Director) by the Company, and includes, without limitation, every liability, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to the Director or acquired by the Director by purchase, pledge or otherwise and whether participated to or from the Director in whole or in part; and (f) advances and expenses incurred by the Director pursuant to Section 11 of this Agreement or pursuant to the other Loan Documents.

“Proceeds” means (a) any proceeds, and (b) whatever is received upon the sale, exchange, collection, or other disposition of Collateral or proceeds, whether cash or non-cash. Cash proceeds includes, without limitation, moneys, checks, and Deposit Accounts. Except as expressly authorized in this Agreement, the right of the Director to Proceeds specifically set forth herein or indicated in any financing statement shall never constitute an express or implied authorization on the part of the Director to the Company’s sale, exchange, collection, or other disposition of any or all of the Collateral.

“USCO” means the United States Copyright Office in Washington D.C.

“USPTO” means the United States Patent and Trademark Office in Washington D.C.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, the Company hereby agrees that the Director shall at all times have, and hereby grants to the Director, a security interest in all of the Collateral, including (without limitation) all of the Company’s future Collateral, irrespective of any lack of knowledge by the Director of the creation or acquisition thereof.

4. Representations and Warranties. The Company hereby represents and warrants to the Director as follows:

4.1. The Company owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. The Company has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 2.4 of the Security Agreement, the Company is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4.5. The Company has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Company has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on the Company.

5. Further Assignment Prohibited. Other than with respect to the Permitted Encumbrances, the Company shall not enter into any agreement that is inconsistent with the Company's obligations under this Agreement and shall not, except in the ordinary course of business, otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without the Director's prior written consent. Absent such prior written consent, any attempted sale or license is null and void. Notwithstanding the foregoing, the Company may grant nonexclusive licenses with respect to any of the Collateral in the normal course of business, without the prior written consent of the Director.

6. Right to Inspect. Upon reasonable notice, the Director and the Director's officers, employees, agents and representatives are hereby authorized to enter upon any location of the Company or, if applicable, any other location, and to inspect the Collateral and any records relating thereto at any reasonable time during the term of this Agreement.

7. Standard Patent and Trademark Use. The Company shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Company shall comply with all patent marking requirements as specified in 35 U.S.C. §287. The Company shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. Any one or more of the following events shall be an "Event of Default" under this Agreement:

- (a) The Company shall fail to observe and perform any agreement, term or condition contained in this Agreement and such failure continues for a period of thirty (30) days after the Company has knowledge thereof; *provided*, however, that such thirty (30) day cure period shall not apply to (i) any failure which in the good faith opinion of the Director is incapable of cure, (ii) any failure which has previously occurred within the last twelve months, or (iii) any failure to maintain and keep in effect any insurance required by the Loan Documents;
- (b) The occurrence of an Event of Default under any of the other Loan Documents (as so defined therein);
- (c) The Collateral shall be placed under control or custody of any court; or
- (d) An attachment, levy or restraining order shall be issued for any portion of the Collateral.

8.2. The Company expressly acknowledges that the Director shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Company shall execute and deliver to the Director the Assignment, which Assignment shall have no force and effect and shall be held by the Director in escrow until the occurrence and continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Director in the form reflected on the face of the Assignment and the Director may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.3. Remedies. The Company shall protect, indemnify and save harmless the Director from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses relating to this Agreement and the Collateral in a manner consistent with Section 4.5 of the Security Agreement.

If an Event of Default shall have occurred and be continuing, the Director, at any time, at the Director's election, may exercise any or all or any combination of the remedies conferred upon or reserved to the Director under this Agreement, the other Security Documents, the Escrow Disbursing Agreement, the Loan Agreement, the Note, the Intercreditor Agreement,

and any other Loan Document or any instrument or document collateral thereto, or now or hereafter existing at law, or in equity or by statute. Subject to the foregoing, any or all of the following remedies may be exercised:

- (a) Declaration that the entire unpaid balance of all indebtedness owed to the Director and secured hereby (including, but not limited to, the obligations) is immediately due and payable, without notice or demand, such notice or demand being expressly waived by the Company;
- (b) Use of any available judicial proceeding to collect or recover all indebtedness secured by this Agreement and due hereunder whether at maturity or by acceleration, to enforce this Agreement or to foreclose or otherwise collect or realize upon the lien, pledge and security interest on all or any part of the Collateral;
- (c) Demand for immediate delivery of any portion of the Collateral capable of being delivered to the Director or demand that the Company immediately assemble any portion of the Collateral capable of being assembled and immediately make such portion available to the Director by any method which is reasonably convenient to both the Company and the Director, and taking immediate possession of the Collateral or any part thereof without any notice, demand or legal process and for that purpose pursuing the Collateral or any part thereof and entering the premises wherever it may be found and removing, to the extent possible, the same to any place whatsoever;
- (d) Sale, license or other disposition of the Collateral, at either public or private sale, at such time as the Director, in the Director's sole discretion, may decide, in a commercially reasonable manner. In connection with any such sale, the Company acknowledges and agrees that ten (10) days' prior written notice to the Company shall constitute reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made. At any such sale the Collateral may be sold in one or more lots or as an entirety or separately, as the Director may determine. The Director shall not be obligated to complete any such sale pursuant to any such notice. The Director may, without notice or publication, except for written notice to the Company, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of the sale of all or any part of the Collateral on credit or for future delivery, the property so sold may be retained by the Director until the selling price is paid by the purchaser thereof, but the Director shall not be required to sell all or any part of the Collateral on credit or future delivery and shall not incur any liability in case of the failure of such purchaser to take and pay for the property so sold and, in case of any such failure, such property may again be sold upon like notice;

- (e) Exercise of all or any rights and remedies as the Director may have under the Loan Documents; and
- (f) Exercise of any rights, remedies and powers the Director may have at law or in equity, including, without limitation, as a secured party under the Commercial Code or other similar laws in effect, including, without limitation, the option of proceeding as to both personal property and fixtures in accordance with any rights of the Director with respect to any real property secured hereby.

Any moneys received by the Director pursuant to the exercise of such remedies shall be applied in a manner consistent with the terms of Section 6.5 of the Security Agreement.

The Director may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. The Director may disclaim any warranties that might arise in connection with the sale, lease or other disposition of the Collateral and has no obligation to provide any warranties at such time.

Upon the occurrence of an Event of Default which is continuing, the Director shall be entitled to occupy and use any premises owned or, subject to the rights of any landlord thereof, any premises leased by the Company, where any of the Collateral or any records relating to the Collateral are located until the obligations are paid in full or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay the Company for such use and occupancy.

The Director is hereby granted a license or other right to use, following the occurrence and during the continuance of an Event of Default, without charge, the Collateral, customer lists and advertising matter, or any property of a similar nature, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of an Event of Default, the Company's rights under all licenses and all franchise agreements, whether or not they constitute a portion of the Collateral, shall inure to the Director's benefit.

The Company does also waive the rights and benefits noted in Section 6.4 of the Security Agreement as such rights and benefits relate to the Collateral.

8.4 Appointment of Receiver. If an Event of Default shall have occurred and be continuing, the Director shall, as a matter of right and to the extent permitted by applicable law and without regard to the adequacy of the Collateral as security, be entitled to the appointment of a receiver for all or any part of the Collateral, whether such receivership is incidental to a proposed sale of the Collateral or otherwise, and the Company hereby consents to the appointment of such a receiver and covenants not to oppose any such appointment.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. The Company shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by the Director in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other

documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company, upon demand by the Director, and any such amounts paid by the Director shall be subject to the provisions of Section 13 of this Agreement.

10. The Company's Obligation to Prosecute. Except as otherwise agreed to by the Director in writing, the Company shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by the Company. The Company shall not abandon any Collateral without the prior written consent of the Director.

11. The Director's Right to Enforce. The Company shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Director shall have the right, but shall have no obligation, to join in any such action. The Company shall promptly, upon demand, reimburse and indemnify the Director for all damages, reasonable costs and expenses, including attorneys' fees incurred by the Director in connection with the provisions of this Section 11. In the event the Director elects to join in any such action commenced by the Company, the Company shall be subject to the provisions of Section 13 of this Agreement.

12. Power of Attorney. The Company hereby authorizes and empowers the Director to make, constitute and appoint any officer or agent of the Director as the Director may select, in its exclusive discretion, as the Company's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Company's name on all applications, documents, papers and instruments necessary for the Director to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Director to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. The Director's Right to Perform Obligations.

If the Company shall fail to make any payment or perform any act required to be made or performed hereunder or under this Agreement and such failure continues beyond any applicable grace or cure period, the Director, without demand upon the Company and without waiving or releasing any obligation or default, may, but shall be under no obligation to, upon three (3) days' written notice to the Company (unless a shorter period is elsewhere provided in this Agreement), make such payment or perform such act for the account and at the expense of the Company and may enter upon the Project Site or the location of the Collateral, inspect any records related

thereto or any part thereof for such purpose and take all such action thereon as, in the Director's opinion, may be necessary or appropriate for the protection of the Collateral. Under emergency conditions as determined in the sole discretion of the Director, no notice shall be required. All payments so made by the Director and all costs, fees and expenses, including without limitation reasonable attorneys' fees, incurred in connection therewith or in connection with the performance by the Director of any such act, together with interest thereon at the Interest Rate for Advances from the date of payment or incurrence, shall be subject to and secured by this Agreement as additional Obligations (or additional indebtedness as referenced in the Security Agreement) in accordance with the provisions of Section 2.8 of the Security Agreement. In any action brought to collect such indebtedness or to otherwise pursue the remedies of the Director under this Agreement or the Security Agreement, the Director shall be entitled to the recovery of such expenses in such action except as limited by law or judicial order or decision entered in such action.

14. Additional Documents. The Company shall, upon written request of the Director, enter into such additional documents or instruments as may be required by the Director in order to effectuate, evidence or perfect the Director's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, the Company shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Company shall give the Director prompt written notice thereof.

16. Modifications for New Collateral. The Company hereby authorizes the Director to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Director's request, the Company shall execute any documents or instruments required by the Director in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of the Company.

17. Release and Discharge.

If all sums payable by the Company under the Loan Documents, including, but not limited to, the Obligations shall have been irrevocably paid and the Company shall have complied with all the terms, conditions and requirements hereof and of the Note, the Loan Agreement and all other Loan Documents, then this Agreement shall be null and void and of no further force and effect. Upon the written request, and at the expense, of the Company, the Director will authorize, execute and deliver to the Company such proper instruments of release and discharge as may reasonably be requested to evidence such defeasance, release and discharge.

18. Additional Security. Without notice to or consent of the Company and without impairment of the pledge, lien and security interest and rights created or granted by this Agreement, the Director may accept from the Company or from any other Person additional

security for the Obligations. Neither the giving of this Agreement nor the acceptance of any such additional security shall prevent the Director from resorting, first, to such additional security, or first, to the security created or granted by this Agreement, in either case without affecting the pledge, lien or security interest hereof and the rights conferred hereunder.

19. No Merger. It being the desire and intention of the parties hereto that this Agreement and the lien, pledge and security interest hereof do not merge in title to the Collateral, it is hereby understood and agreed that should the Director acquire any additional or other interests in or to the Collateral or the ownership thereof, then, unless a contrary interest is manifested by the Director as evidenced by an appropriate document duly filed or recorded, this Agreement and the lien, pledge and security interest thereof shall not merge in the title of the Collateral, toward the end that this Agreement may be foreclosed as if owned by a stranger to the title to the Collateral.

20. General Provisions. This Agreement shall be deemed to be made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State and shall inure to the benefit of and be binding upon the Company, the Director and their respective permitted successors and assigns. If any provision hereof is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed effective, operative, made, entered into or taken in the manner and to the full extent permitted by law. The captions or headings herein shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or affect the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and each of which shall constitute but one and the same instrument; it shall not be necessary in proving this Agreement to produce or account for more than one such counterpart. This Agreement shall be deemed to have been prepared jointly by the parties hereto and any uncertainty or ambiguity existing herein shall not be interpreted against any party but shall be interpreted according to the rules for the interpretation of arms length agreements.

21. Remedies Cumulative. If an Event of Default shall have occurred and is continuing, the Director, in addition to each right, power and remedy of the Director provided in this Agreement, may undertake appropriate judicial proceedings or may proceed with any other right or remedy existing at law or in equity or by statute or otherwise, independent of or in aid of the rights, powers and remedies conferred in this Agreement, as the Director may deem best for the protection and enforcement of the Director's rights under this Agreement. Each right, power and remedy of the Director provided for in this Agreement, the Loan Agreement or any other Loan Document or now or hereafter existing at law or in equity or by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, the Loan Agreement or any other Loan Document, or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Director of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Director of any or all such other rights, powers or remedies.

22. Provisions Subject to Applicable Law. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

23. No Waiver by the Director. No failure by the Director to insist upon the strict performance of any term hereof, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Security Agreement, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

24. Discontinuance of Proceedings and Restoration of Status Quo. In case the Director shall have proceeded to enforce any right, power or remedy under this Security Agreement by sale, foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Director, then and in every case the Company and the Director shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Director shall continue as if no such proceeding had been taken.

25. No Liability. The Director shall have no liability for any loss, damage, injury, cost or expense resulting from any act or omission to act by the Director or officers, employees, agents or representatives of the Director or the State whether or not negligent, which has been taken or omitted in good faith pursuant to this Article.

26. Partial Release. At the request of the Company, the Director may, at any time and from time to time, consent to, join in or permit a release of any part of the Collateral. No such release shall impair in any manner the validity or, except as specifically provided in such release or grant, the priority of this Security Agreement, and no notice to other parties in interest, if any, shall be required.

27. Brundage Clause. In the event of the passage or enactment of any law, order, rule or regulation subsequent to the date hereof in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements or debts secured by mortgages or security agreements or the manner of collecting taxes so as to affect adversely the Director, the Director may, at the Director's option, declare an Event of Default hereunder unless promptly upon such passage or enactment the Company assumes, in a manner satisfactory to the Director, the obligation to pay any taxes or other financial burdens imposed upon the Director.

28. Modifications. This Agreement may be amended or modified only by a writing signed by The Company and the Director. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, the provisions of this Agreement shall control.

29. Assignment and Successors. This Agreement shall not be assigned by the Company without the prior written consent of the Director. This Agreement shall bind the successors and permitted assigns of the Company and shall benefit the successors and assigns of the Director. Any attempted assignment or transfer without the prior written consent of the Director shall be null and void.

30. Notices. All notices, certificates, requests or other communications hereunder shall be given in accordance with the Loan Agreement.

31. Waiver of Setoff. All sums payable by the Company hereunder or under the Note and the other Loan Documents shall be paid without notice, demand, counterclaim, setoff, deduction or defense, and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of the Company hereunder shall in no way be released, discharged or otherwise affected, except as expressly provided herein, by reason of (a) any damage to or destruction of or any condemnation or similar taking, or transfer in lieu thereof, of the Collateral or any part thereof; (b) any restriction or prevention of or interference with any use of the Collateral or any part thereof; (c) any title defect or encumbrance or any eviction from the location of the Collateral or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to the Company or any action taken with respect to this Agreement by any trustee or receiver of the Company, or by any court in such proceeding; (e) any claim which the Company has or might have against the Director; (f) any default or failure on the part of the Director to perform or comply with any of the terms hereof or of any other agreements pertaining to the lien, pledge and security interest on the Collateral with the Company; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing, whether or not the Company shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, the Company waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by the Company.

32. Extent of Covenants of the Director; No Personal Liability. All covenants, obligations and agreements of the Director contained in this Agreement and all other Loan Documents shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future the Director in other than such the Director's official capacity acting pursuant to the Act.

33. WAIVER OF JURY TRIAL. THE COMPANY AND THE DIRECTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE NOTE, THE LOAN DOCUMENTS, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. THIS WAIVER SHALL NOT IN ANY WAY AFFECT THE DIRECTOR'S ABILITY TO

PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN THE NOTE, IN ANY LOAN DOCUMENT OR ANY RELATED INSTRUMENT OR AGREEMENT. NEITHER THE COMPANY NOR THE DIRECTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE COMPANY OR THE DIRECTOR EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Director and the Company have executed this Intellectual Property Security Agreement as of the date first above written.

The Director of Development of the State of Ohio

By: Candace M. Jones

Name: Candace M. Jones
Chief Legal Counsel and Ethics Officer

Title: _____

Wireless Environment, LLC, an Ohio limited liability company

By: David Levin

Name: David Levin

Title: President

SCHEDULE 1

Patents:

Patent	Country	App. No.	App. Date	Patent No.	Patent Date
Wireless Lighting	U.S.	11/692,075	3/27/2007		
Wireless Light Bulb	U.S.	11/847509	8/30/07		
Wireless Lighting Devices and Applications	U.S.	12/626640	11/26/09		

Trademarks and Servicemarks:

Trademark	Country	Application #	Registration #	Registration Date	Application Date
Mr. Beams	U.S.	77426611	3548134	12/16/2008	3/19/2008

Domain Names:

<u>Domain Name</u>	<u>Expiration Date</u>	<u>Account Holder</u>
www.mrbeams.com	5/19/2011	Wireless Environment, LLC
www.wirelessenv.com	4/6/2013	Wireless Environment, LLC

License Agreements:

License Agreement between Lamson & Sessions (now Thomas & Betts) and the Company-- Wireless Lighting Technologies dated November 15, 2006 for the licenses of the Company's products to Thomas & Betts in exchange for royalty payments on sales.

License Agreement between Jenesis International, Inc. and the Company dated September 29, 2008 for the Company's license of - Wireless Environment licenses patent # 6992591 from Jenesis International for use in the Company's MB530 Stair Light. The Company pays Jenesis a royalty on sales.

License Agreement between Philips Lighting and the Company dated April 24, 2010 for the license of: Wireless Environment has an open license agreement for all of Philips Lighting's patents in exchange for a royalty on sales for any product that uses Philips' intellectual property.

Patent License Agreement between The Gerson Companies and the Company dated July 21, 2008.

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE DIRECTOR PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF AUGUST 6, 2010, EXECUTED BY WIRELESS ENVIRONMENT, LLC, AN OHIO LIMITED LIABILITY (THE "COMPANY"), IN FAVOR OF THE DIRECTOR OF THE DEPARTMENT OF DEVELOPMENT (THE "DIRECTOR") OF THE STATE OF OHIO. BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE DIRECTOR CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND IS CONTINUING AND THAT THE DIRECTOR HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, OR IN ANY APPROPRIATE OFFICE IN ANY FOREIGN JURISDICTION IN WHICH SUCH PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INTEREST IS REGISTERED, OR UNDER WHOSE LAWS SUCH PROPERTY INTEREST HAS BEEN GRANTED, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

THE DIRECTOR OF DEVELOPMENT OF THE
STATE OF OHIO

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, Wireless Environment, LLC, an Ohio limited liability the Company (the "Company"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Company has executed an Intellectual Property Security Agreement, dated as of August 6, 2010 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement"), in favor of the Director of the Department of Development (the "Director") of the State of Ohio, pursuant to which the Company has granted to the Director, a security interest in the Collateral as security for the Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Director's election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Company, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Director, and its successors, transferees and assigns, all of the Company's existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, provisional patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Company connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) net proceeds or other payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Director is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds (as defined in the Agreement) of any of the foregoing (collectively, the "Collateral"), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., (ii) registered in the United States Patent and Trademark Office in Washington D.C. or that is the subject of pending or provisional applications in the United States Patent and Trademark Office, or (iii) registered or pending registration in any foreign jurisdiction.

This Assignment shall be effective only upon certification of an authorized officer of the Director, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred, and (b) the Director has elected to take actual title to the Collateral.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer on August 6, 2010.

WIRELESS ENVIRONMENT, LLC

By: _____

Name: _____

Title: _____