

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
PSI Medical Catheter Care, LLC	01/27/2011
RECEIVING PARTY DATA	
Name:	Enterprise Development Fund of Erie County, Inc.
Street Address:	5240 Knowledge Parkway
City:	Erie
State/Country:	PENNSYLVANIA
Postal Code:	16510-4658
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12074951
Application Number:	12077881
Application Number:	12590339
Application Number:	12590369
CORRESPONDENCE DATA	
Fax Number:	(814)453-4530
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8144592800
Email:	kgula@kmgslaw.com
Correspondent Name:	Joseph F. Gula, III, Esquire
Address Line 1:	120 West Tenth Street
Address Line 4:	Erie, PENNSYLVANIA 16501
ATTORNEY DOCKET NUMBER:	0040378.0023
NAME OF SUBMITTER:	Joseph F. Gula, III
Total Attachments: 13	

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PATENT
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**PATENT, TRADEMARK, AND COPYRIGHT
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS PATENT, TRADEMARK, AND COPYRIGHT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**"), dated January 27th, 2011, is entered into by and between **PSI MEDICAL CATHETER CARE, LLC**, a Pennsylvania limited liability company, with its chief executive office located at 130 West 8th Street, Erie, Pennsylvania 16501 (the "**Pledgor**"), and the **ENTERPRISE DEVELOPMENT FUND OF ERIE COUNTY, INC.**, with its chief executive office located at 5240 Knowledge Parkway, Erie, PA 16510-4658 (the "**Pledgee**").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "**Loan Agreement**") by and among Pledgee and Pledgor, Pledgee has agreed to make certain financing available to Pledgor from time to time, and Pledgor has agreed, among other things, to grant a security interest to Pledgee in certain patents, trademarks, copyrights, and other property as security for such financing and other obligations as are more fully described herein; and

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The following capitalized words and terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined) and all other capitalized terms used herein shall have the meaning ascribed thereto in the Loan Agreement unless otherwise defined herein, provided where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Code:

"**Code**" shall mean the Uniform Commercial code as enacted in Pennsylvania as amended from time to time.

"**Patents, Trademarks, and Copyrights**" shall mean and include all of Pledgor's present and future right, title and interest in and to the following: all trade names, domain names, patent applications, patents, trademark applications, trademarks, copyright applications, and copyrights as listed on **Exhibit "A"** attached hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. To secure the full payment and performance of all "**Lender Debt**", Pledgor hereby grants and conveys a security interest to Pledgee in the entire right, title and

interest of Pledgor in and to all of its Patents, Trademarks, and Copyrights, and Pledgor shall execute the notice of grant of security interest attached hereto as **Exhibit "B"**.

3. Pledgor covenants and warrants that:

(a) the Patents, Trademarks, and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) each of the Patents, Trademarks, and Copyrights is valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks, and Copyrights, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) Pledgor has the power and authority, corporate or otherwise, to enter into this Agreement and perform its terms;

(e) no claim has been made to Pledgor or, to the knowledge of Pledgor, any other Person that the use of any of the Patents, Trademarks, and Copyrights does or may violate the rights of any third party;

(f) the security interest herein conferred upon Pledgee constitutes the first and paramount lien upon the Patents, Trademarks, and Copyrights and no claim has been made that the use of any of the Patents, Trademarks, and Copyrights does or may violate the rights of any third party;

(g) Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks, and Copyrights; and

(h) Pledgor has used consistent standards commensurate with acceptable industry standards of quality in its manufacture and/or distribution or other treatment of products sold relating to or under the Patents, Trademarks, and Copyrights.

4. Pledgor agrees that, until all of the Lender Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Pledgee's prior written consent, which shall not be unreasonably withheld.

5. If, before the Lender Debt shall have been indefeasibly satisfied in full and all commitments of Pledgee to make financing available to Borrower have terminated, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent applications or patents for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark, or Copyright or any improvement on any Patent, Trademark, or Copyright, the provisions of this Agreement shall automatically apply thereto, and Pledgor shall give to Pledgee prompt notice thereof in writing if and when a patent, trademark, or copyright

application for registration is made. Pledgor and Pledgee agree to modify this Agreement by amending **Exhibit "A"** to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Pledgee shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Loan Agreement, 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 Patents, Trademarks, and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Pledgee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that Pledgee shall designate by notice to Pledgor, in **Erie, Pennsylvania**, or elsewhere, the whole or from time to time any part of the Patents, Trademarks, and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds towards the payment of the Lender Debt as Pledgee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Lender Debt shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks, and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Pledgee may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks, and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Pledgee to make, constitute and appoint any officer or agent of Pledgee, as Pledgee may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Pledgee to use the Patents, Trademarks, and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or non-exclusive license under the Patents, Trademarks, and Copyrights to any third person, or necessary for Pledgee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks, and Copyrights to any third person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit Pledgor; (ii) Pledgee herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of Pledgor; and (iii) Pledgee herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of Pledgee. Pledgee hereby accepts this power of attorney and all powers granted hereunder for the benefit of Pledgee.

8. Subject to the terms and conditions of this Agreement, Pledgor does hereby assign all of its right, title and interest in and to all of the Patents, Trademarks, and

Copyrights, together with the goodwill of the business associated with said Patents, Trademarks, and Copyrights to be held and enjoyed by Pledgee or its designee for its use and behalf, and for the legal representatives, successors and assigns of Pledgee or its designee, as fully and entirely as the same would have been held by Pledgor had this assignment not been made. The foregoing assignment shall be effective only upon the occurrence and during the continuance of an Event of Default under the Loan Agreement and upon written notice by Pledgee to Pledgor of the acceptance by Pledgee of this assignment; unless and until such acceptance, this assignment shall have no effect. After the occurrence and continuation of an Event of Default under the Loan Agreement, Pledgee shall be entitled to transfer the Patents, Trademarks, and Copyrights pursuant to an Assignment Of Patents, Trademarks, And Copyrights substantially in the form of **Exhibit "C"** attached hereto and made a part hereof ("**Assignment**"). Pledgor hereby irrevocably authorizes Pledgee to date undated Assignments Of Patents, Trademarks, And Copyrights and otherwise complete such Assignments at the time of transfer and agrees to sign whatever documents are necessary to transfer ownership of Pledgor's Patents, Trademarks, and Copyrights from Pledgor to Pledgee or its designee. Notwithstanding the foregoing provisions of this Section 8, Pledgee acquires no assignment or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or Pledgee arranges for an assignment of such Trademarks from Pledgee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Pledgee seeks to transfer all other Patents, Trademarks, and Copyrights pursuant to **Exhibit "C"**, it may also complete **Exhibit "D"** with respect to any U.S. intent-to-use applications and, provided that **Exhibit "D"** satisfies the conditions of the preceding sentence, Pledgor agrees that it will promptly execute and return the same to Pledgee.

9. At such time as Pledgor shall have indefeasibly paid in full all of the Lender Debt and all commitments of Pledgee to make financing available to Borrower have terminated, this Agreement shall terminate and Pledgee shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Pledgor full title to the Patents, Trademarks, and Copyrights, subject to any disposition thereof which may have been made by Pledgee pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and expenses incurred by Pledgee in connection with the preparation of this Agreement 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, the protection, maintenance or preservation of the Patents, Trademarks, or Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks, and Copyrights, shall be borne and paid by Pledgor within ten (10) days of demand by Pledgee, and if not paid within such time, shall be added to the principal amount of the Lender Debt and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Pledgor shall have the duty, through counsel reasonably acceptable to Pledgee, to prosecute diligently any patent application of the Patents, Trademarks, and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Lender Debt shall have been indefeasibly paid in full and all commitments of Pledgee to

make financing available to Borrowers have terminated, to make application on unpatented but patentable inventions (whenever in the reasonable judgment of Pledgor it is commercially reasonable to do so for marketability of the subject product) and to preserve and maintain all rights in patent applications and patents of the Patents, Trademarks, and Copyrights, including, without limitation, the payment of all maintenance fees and renewal fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark, or Copyright without the consent of Pledgee, which shall not be unreasonably withheld. Notwithstanding anything stated herein to the contrary, Pledgor may in its reasonable discretion elect to maintain its trademarks and copyrights on a common law basis, rather than filing for registration. In addition, Pledgor shall use reasonable commercial judgment in deciding whether to pursue and maintain patents in the United States, and shall not be required to file its Patents, Trademarks, or Copyrights on an international basis.

12. Pledgor shall have the right, with the consent of Pledgee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join Pledgee, if necessary, as a party to such suit so long as Pledgee is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks, and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify Pledgee for all damages, costs and expenses, including reasonable legal fees, incurred by Pledgee as a result of such suit or joinder by Pledgor.

13. No course of dealing between Pledgor and Pledgee, nor any failure to exercise nor any delay in exercising, on the part of Pledgee, any right, power or privilege hereunder or under the Loan Agreement or any other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

14. All of Pledgee's rights and remedies with respect to the Patents, Trademarks, and Copyrights, whether established hereby or by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement 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 clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 5 of this Agreement.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, *provided, however*, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of law principles.

19. Pledgor consents to the commencement and maintenance of any action or proceeding against it in any court within the Commonwealth of Pennsylvania or in the United States District Court for the Western District of Pennsylvania, and Pledgor further consents to service of process in any such action by the mailing of copies of such process to Pledgor at the address specified in this Agreement for delivery of notice to Pledgor. Pledgor agrees that the courts of the Commonwealth of Pennsylvania and the United States District Court for the Western District of Pennsylvania shall have exclusive jurisdiction for any action or proceeding commenced by or through it with respect to this Agreement and hereby waives any claim that Erie County, Pennsylvania is an inconvenient forum and that any action or proceeding arising out of or relating to this Agreement and commenced in any state or federal courts sitting in Erie County, Pennsylvania lacks proper venue.

20. 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 an original, but all such counterparts shall constitute one and the same instrument. Pledgor acknowledges and agrees that a telecopy transmission to Pledgor of the signature pages hereof purporting to be signed on behalf of Pledgor shall constitute effective and binding execution and delivery hereof by Pledgor.

21. EXCEPT AS PROHIBITED BY LAW, PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

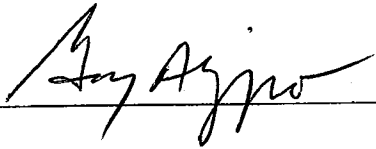
22. All notices, requests, demands, and directions and other communications (collectively "notices") given to or made upon any party hereto under the provisions of this Agreement shall be deemed to have been given or made when delivered or when given or made in accordance with the Loan Agreement.

23. Pledgor acknowledges and agrees that, in addition to the other rights of Pledgee hereunder, under the Loan Agreement and under the Loan Documents, because Pledgee's remedies at law for failure of Pledgor to comply with the provisions hereof relating to Pledgee's rights (i) to inspect the books and records related to the Patents, Trademarks, and Copyrights, (ii) to receive the various notifications Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks, and Copyrights, (iv) to enforce the provisions hereof pursuant to which Pledgor has appointed Pledgee its attorney-in-fact, and (v) to enforce Pledgee's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, Pledgor agrees that each such provision hereof may be specifically enforced.

IN WITNESS WHEREOF, the parties hereto have caused this Patent, Trademark, And Copyright Collateral Assignment And Security Agreement to be executed by their respective duly authorized officers as of the date first written above.

WITNESS/ATTEST:

PSI MEDICAL CATHETER CARE, LLC
By: Problem Solving Innovations, LLC,
its Manager

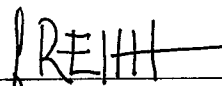


BY:


MENNO D. JAGER, Manager

ENTERPRISE DEVELOPMENT FUND OF
ERIE COUNTY, INC.

BY:



(Vice) President

EXHIBIT "A"
TO
PATENT, TRADEMARK, AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

List of Trade Names, Domain Names, Patent Applications, Patents,
Trademark Applications, Trademarks, Copyright Applications, And Copyrights

Trade Names:

PSI Medical Catheter Care, LLC (a Pennsylvania limited liability company)

Domain Names:

Patent Applications:

<u>Patent Application No.</u>	<u>Description of Patent</u>	<u>Serial No.</u>	<u>Date of Filing</u>
Application No. 20090118708	Apparatus and method for sterile docking of male medical line connectors	Serial No. 074951	March 7, 2008
Application No. 20090137969	Apparatus and method for sterilizing a tubular medical line port	Serial No. 077881	March 20, 2008
Application No. 20100050351	Apparatus and method for sterilizing a tubular medical line port	Serial No. 590339	November 6, 2009
Application No. 20100057054	Apparatus and method for sterile docking of male medical line connectors	Serial No. 590369	November 6, 2009

Patents:

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Serial No.</u>	<u>Date of Filing</u>

Trademark Applications:

<u>Trademark Application No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>

Trademarks:

<u>Trademark Serial No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
Serial No. 76701959	Word Mark – HUBSCRUB	Filing Date – March 8, 2010
Serial No. 76701960	Word Mark – DOCIT	Filing Date – March 8, 2010
Serial No. 76701961	Word Mark – CATHAID	Filing Date – March 8, 2010

Copyright Applications:

<u>Copyright Application No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright Application</u>

Copyrights:

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>

EXHIBIT "B"
TO
PATENT, TRADEMARK, AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

NOTICE OF GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS, AND COPYRIGHTS

TO: United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the **Patent, Trademark, And Copyright Collateral Assignment And Security Agreement** dated as of **January 27th, 2011** (as the same may be amended, modified, extended, or restated from time to time, the "**Security Agreement**") by and between **PSI MEDICAL CATHETER CARE, LLC**, a Pennsylvania limited liability company (the "**Obligor**") and the **REDEVELOPMENT AUTHORITY OF THE COUNTY OF ERIE**, as Pledgee (the "**Pledgee**"), the undersigned has granted a continuing security interest in and continuing lien upon, the patents and patent applications, copyrights and copyright applications, and trademark and trademark applications shown below to the Pledgee for the benefit of the Pledgee:

I. PATENTS

<u>Patent No.</u>	<u>Description of Patent</u>	<u>Serial No.</u>	<u>Date of Filing</u>

II. PATENT APPLICATIONS

<u>Patent Application No.</u>	<u>Description of Patent</u>	<u>Serial No.</u>	<u>Date of Filing</u>
Application No. 20090118708	Apparatus and method for sterile docking of male medical line connectors	Serial No. 074951	March 7, 2008
Application No. 20090137969	Apparatus and method for sterilizing a tubular medical line port	Serial No. 077881	March 20, 2008
Application No. 20100050351	Apparatus and method for sterilizing a tubular medical line port	Serial No. 590339	November 6, 2009
Application No. 20100057054	Apparatus and method for sterile docking of male medical line connectors	Serial No. 590369	November 6, 2009

III. COPYRIGHTS

<u>Copyright No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright</u>

IV. COPYRIGHT APPLICATIONS

<u>Copyright Application No.</u>	<u>Description of Copyright</u>	<u>Date of Copyright Application</u>

V. TRADEMARKS

<u>Trademark Serial No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark</u>
Serial No. 76701959	Word Mark – HUBSCRUB	Filing Date – March 8, 2010
Serial No. 76701960	Word Mark – DOCIT	Filing Date – March 8, 2010
Serial No. 76701961	Word Mark – CATHAID	Filing Date – March 8, 2010

VI. TRADEMARK APPLICATIONS

<u>Trademark Application No.</u>	<u>Description of Trademark</u>	<u>Date of Trademark Application</u>

The Pledgor and the Pledgee hereby acknowledge and agree that the security interest in the foregoing Patents and Patent Applications, Copyrights and Copyright Applications, and Trademarks and Trademark Applications (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any Patents and Patent Applications, Copyrights and Copyright Applications, and Trademarks and Trademark Applications.

Sincerely,

PSI MEDICAL CATHETER CARE, LLC

By: Problem Solving Innovations, LLC, its Manager

By: _____

MENNO D. JAGER, Manager

Acknowledged and Accepted:

**ENTERPRISE DEVELOPMENT FUND OF
ERIE COUNTY, INC., as Pledgee**

By: _____

(Vice) President

EXHIBIT "C"
TO
PATENT, TRADEMARK, AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

ASSIGNMENT OF PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS ASSIGNMENT OF PATENTS, TRADEMARKS AND COPYRIGHTS (the "Assignment") having an effective date of _____, 20____, is made by and between _____, a _____, located and doing business at _____ ("Assignor") and _____, a _____, located and doing business at _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the United States Patent and Trademark Office or which are the subject of pending use-based applications in the United States Patent and Trademark Office, domain names, trade names, patent applications, patents, together with the invention(s) disclosed therein and copyrights listed on **Schedule "A"** ("**Intellectual Property**"); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and registration therefor; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, and the registrations and applications therefor, together with that part of the goodwill of the business connected with the use of and symbolized by the Intellectual Property, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives. Assignor hereby irrevocably authorizes _____ to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates identified below.

Date: _____

[ASSIGNOR:]

By: _____
Name: _____
Title: _____

Date: _____

[ASSIGNEE:]

By: _____
Name: _____
Title: _____

EXHIBIT "D"
TO
PATENT, TRADEMARK, AND COPYRIGHT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") having an effective date of _____, 20____, is made by and between _____, a _____, located _____ and _____ doing business at _____ ("Assignor") and _____, a _____, located and doing business at _____ ("Assignee").

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the United States Patent and Trademark Office or which are the subject of pending use-based applications in the United States Patent and Trademark Office, domain names, trade names, patent applications, patents, together with the invention(s) disclosed therein and copyrights listed on **Schedule "A"** ("**Intellectual Property**"); and

WHEREAS, Assignee is desirous of acquiring the Intellectual Property and registration therefor; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Intellectual Property, and the registrations and applications therefor, together with that part of the goodwill of the business connected with the use of and symbolized by the Intellectual Property, and including Assignor's entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Intellectual Property. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. The terms, covenants and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon said Assignor, its successors, assigns and/or other legal representatives. Assignor hereby irrevocably authorizes _____ to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates identified below.

Date: _____

[ASSIGNOR:]

By: _____
Name: _____
Title: _____

Date: _____

[ASSIGNEE:]

By: _____
Name: _____
Title: _____

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