

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																														
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																														
CONVEYING PARTY DATA																															
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Joby Photo, Inc.</td><td>08/31/2011</td></tr><tr><td>Joby, Inc.</td><td>08/31/2011</td></tr></tbody></table>		Name	Execution Date	Joby Photo, Inc.	08/31/2011	Joby, Inc.	08/31/2011																								
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RECEIVING PARTY DATA																															
<table border="1"><tr><td>Name:</td><td>General Electric Capital Corporation, as Agent</td></tr><tr><td>Street Address:</td><td>201 Merritt 7</td></tr><tr><td>City:</td><td>Norwalk</td></tr><tr><td>State/Country:</td><td>CONNECTICUT</td></tr><tr><td>Postal Code:</td><td>06851</td></tr></table>		Name:	General Electric Capital Corporation, as Agent	Street Address:	201 Merritt 7	City:	Norwalk	State/Country:	CONNECTICUT	Postal Code:	06851																				
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Postal Code:	06851																														
PROPERTY NUMBERS Total: 41																															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11901254</td></tr><tr><td>Application Number:</td><td>11324994</td></tr><tr><td>Application Number:</td><td>12567576</td></tr><tr><td>Application Number:</td><td>11637611</td></tr><tr><td>Application Number:</td><td>11803143</td></tr><tr><td>Patent Number:</td><td>D576659</td></tr><tr><td>Patent Number:</td><td>D574700</td></tr><tr><td>Application Number:</td><td>11715817</td></tr><tr><td>Application Number:</td><td>11895020</td></tr><tr><td>Patent Number:</td><td>7891615</td></tr><tr><td>Application Number:</td><td>12380979</td></tr><tr><td>Application Number:</td><td>11891064</td></tr><tr><td>Patent Number:</td><td>D589332</td></tr><tr><td>Application Number:</td><td>12649247</td></tr></tbody></table>		Property Type	Number	Application Number:	11901254	Application Number:	11324994	Application Number:	12567576	Application Number:	11637611	Application Number:	11803143	Patent Number:	D576659	Patent Number:	D574700	Application Number:	11715817	Application Number:	11895020	Patent Number:	7891615	Application Number:	12380979	Application Number:	11891064	Patent Number:	D589332	Application Number:	12649247
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PATENT
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Application Number:	12152273
Application Number:	12567658
Application Number:	12651406
Application Number:	61204194
Application Number:	12638962
Application Number:	61201875
Application Number:	12614400
Application Number:	12058519
Application Number:	12426960
Application Number:	12610855
Application Number:	29360113
Application Number:	29361478
Application Number:	29361479
Application Number:	13152241
Application Number:	61350915
Application Number:	61367454
Application Number:	61407410
Application Number:	61366940
Application Number:	61422124
Application Number:	61383714
Application Number:	61376777
Application Number:	61485533
Application Number:	61473615
Patent Number:	7850130
Application Number:	60918115
Application Number:	12214797
Application Number:	13006434

CORRESPONDENCE DATA

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PATENT

REEL: 026843 FRAME: 0838

	025646-0545
NAME OF SUBMITTER:	Zeynep Gieseke
Total Attachments: 10 source=Patent Security Agreement#page1.tif source=Patent Security Agreement#page2.tif source=Patent Security Agreement#page3.tif source=Patent Security Agreement#page4.tif source=Patent Security Agreement#page5.tif source=Patent Security Agreement#page6.tif source=Patent Security Agreement#page7.tif source=Patent Security Agreement#page8.tif source=Patent Security Agreement#page9.tif source=Patent Security Agreement#page10.tif	

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of August 31, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as US/HK Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 21, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the US Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, GE Capital, as US/HK Agent, GE Canada Finance Holding Company, as Canadian Agent, and GE Corporate Finance Bank SAS, London Branch, as UK Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Joinder Agreement to Pledge and Security Agreement (the "Joinder"), dated as of the date hereof, which Joinder relates to a Pledge and Security Agreement dated as of October 21, 2010 in favor of US/HK Agent (as the same may be amended, restated, supplemented or otherwise modified, the "Pledge and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the US Borrower; and

WHEREAS, all of the Grantors are party to the Pledge and Security Agreement pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with US/HK Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to US/HK Agent for the benefit of the Secured Parties, and grants to US/HK Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

1. all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

2. all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

3. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to US/HK Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of US/HK Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Pledge and Security Agreement.

Section 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature pages follow.]


IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

JOBY PHOTO, INC.,
as a Grantor


By: 
Name: Peter W. Klein
Title: Secretary

JOBY, INC.,
as a Grantor

By: 
Name: Peter W. Klein
Title: Secretary

[Signature Page to Patent Security Agreement]

JOBY COMMUNICATIONS, LLC
as a Grantor

By: 
Name: Peter W. Klein
Title: Secretary

[Signature Page to Patent Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as US/HK Agent

By: 

Name: *K. CRAIG GALLAGHER*

Title: *ONLY AUTHORIZED SIGNATORY*

[Signature Page to Patent Security Agreement]

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

See attached.

2. PATENT APPLICATIONS

See attached.

3. IP LICENSES

None.

Joby, Inc. Patents/Patent Applications/Design Registrations

Registrant	Client Case #	Title	Country	Inventor Names	Assignment Listed Assignee(s)	Application No.	Publication No.	Filing Date	Patent No.	Date Issued	Expiration Date	Status
Joby Photo, Inc. (JPI)	1040_1C_US	Connectors for Mounting Apparatus Using Ball and Socket Joints with Gripping Features	US	Bevirt, JoeBen	n/a	11/901,254	20080069630	9/14/2007	n/a	Ab. Date: 8/18/2010		Abandoned
Joby Photo, Inc. (JPI)	1040_US	Mounting Apparatus Using Ball and Socket Joints With Gripping Features	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/324,994	20070154254	1/3/2006	n/a			Pending - NFOA
Joby Photo, Inc. (JPI)	1054_US	Extendible Flex Joint and Assembly Using Same	US	n/a	n/a	12/567,576	n/a	9/25/2009	n/a	Ab. Date: Unknown		Abandoned
Joby Photo, Inc. (JPI)	1069_US	Accessory Clips and Mounting Apparatus Using Same	US	Bevirt, JoeBen Frykman, Peter	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/637,611	20080035807	12/12/2006	n/a			Pending - Claims 36-47 would be allowable if rewritten in independent form including all of the limitations. Rewritten claims submitted 8/24/2011.
Joby Photo, Inc. (JPI)	1078_US	Mounting Apparatus Using Ball and Socket Joints With Composite Connectors	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/803,143	20080093516	5/11/2007	n/a			Pending - Claims 6, 9-10 would be allowable if rewritten in independent form including all of the limitations of the base claims and any intervening claims.
Joby Photo, Inc. (JPI)	1080_US_1	Attachment Clip for Tripod	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	29/270,926	n/a	1/5/2007	D576,659	9/9/2008	9/9/2022	Issued
Joby Photo, Inc. (JPI)	1080_US_2	Ball and Socket Connector	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	29/270,923	n/a	1/5/2007	D574,700	8/12/2008	8/12/2022	Issued
Joby Photo, Inc. (JPI)	1086_US	Monopod Mounting Apparatus	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/715,817	20080056808	3/7/2007	n/a			Pending - NFOA
Joby Photo, Inc. (JPI)	1088_US	Apparatus with Flexible Tripod and Electronic Device	US	Bevirt, Joe Ben Minn, Kenneth	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/895,020	20100314508	8/22/2007	n/a			Pending - NFOA
Joby Photo, Inc. (JPI)	1095_US	Mounting Apparatus Using Ball and Socket Joints With Gripping Features	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	11/801,234	20070212163	1/3/2006	7,891,615	2/22/2011	5/14/2026	Issued

Registrant	Client Case #	Title	Country	Inventor Names	Assignment Listed Assignee(s)	Application No.	Publication No.	Filing Date	Patent No.	Date Issued	Expiration Date	Status
Joby Photo, Inc. (JPI)	1098_US	Modular Multi-piece Figures From Rearrangeable Elements and Kits Allowing Construction of Same	US	Bevirt, JoeBen	Joby Photo, Inc.	12/380,979	20100041300	3/4/2009	n/a			Pending - FOA
Joby Photo, Inc. (JPI)	1104_US	Flexible Support Arm	US	Freeman, Dana W.	n/a	11/891,064	20080302944	8/7/2009	n/a	Ab. Date: 7/16/2010		Abandoned
Joby Photo, Inc. (JPI)	1113_US	Suction Cup Clip	US	Bevirt, JoeBen	Joby Photo, Inc.	29/294,353	n/a	1/7/2008	D589,332	3/31/2009	3/31/2023	Issued
Joby Photo, Inc. (JPI)	1116_US	Ball and Socket Connectors with Substructure	US	Bevirt, JoeBen	Joby Photo, Inc.	12/649,247	20100221062	12/29/2009	n/a			Pending - Docketed New Case
Joby Photo, Inc. (JPI)	1122_US	Level Indicator Clip for Tripods and Other Structures	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	12/152,273	20090101772	5/12/2008	n/a	Ab Date: 1/18/2011		Pending - FOA Abandonment vacated due to USPTO error.
Joby Photo, Inc. (JPI)	1125_US_1C	Attachment Clips for Support Structure	US	n/a	n/a	12/567,658	n/a	9/25/2009	n/a	Ab. Date: 05/15/2010		Abandoned
Joby Photo, Inc. (JPI)	1127_US	Mounting Apparatus with Flexible Joints with Magnetic Attachment	US	Bevirt, JoeBen	Joby Photo, Inc.	12/651,406	20100308198	12/31/2009	n/a			Pending - Docketed New Case
Joby Photo, Inc. (JPI)	1127_US_1P	Mounting Apparatus Using Flexible Joints With Magnetic Attachments	US	Bevirt, JoeBen	n/a	61/204,194	n/a	12/31/2008	n/a	n/a	12/31/2009	Expired
Joby Photo, Inc. (JPI)	1135_US	Miniature Mounting Apparatus	US	Bevirt, JoeBen	Joby Photo, Inc.	12/638,962	20100220992	12/15/2009	n/a			Pending - Final rejection based solely on provisional obviousness-type double patenting that may be overcome by a terminal disclaimer.
Joby Photo, Inc. (JPI)	1135_US_1P	Miniature Mounting Apparatus	US	Bevirt, JoeBen	n/a	61/201,875	n/a	12/15/2008	n/a	n/a	12/15/2009	Expired
Joby Photo, Inc. (JPI)	1137_US	Gripping Clip and Mounting Apparatus Using Same	US	Bevirt, Joe Ben Polito, Freditalo	Joby Photo, Inc.	12/614,400	20100264281	11/7/2009	n/a			Pending - Docketed New Case
Joby Photo, Inc. (JPI)	1144_US	Suction Cup for Rough Surfaces	US	Bevirt, JoeBen	n/a	12/058,519	20080217493	3/28/2008	n/a	Ab. Date: 10/25/2010		Abandoned
Joby Photo, Inc. (JPI)	1151_US	Flashlight With Mounting Apparatus	US	Bevirt, JoeBen	Joby Photo, Inc.	12/426,960	20110199759	4/21/2009	n/a			Pending - NFOA
Joby Photo, Inc. (JPI)	1160_US	Device Case and Apparatus Using Same	US	Bevirt, JoeBen Minn, Kenneth	Joby Photo, Inc.	12/610,855	20100259144	11/2/2009	n/a			Pending - Docketed new case

Registrant	Client Case #	Title	Country	Inventor Names	Assignment Listed Assignee(s)	Application No.	Publication No.	Filing Date	Patent No.	Date Issued	Expiration Date	Status
Joby Photo, Inc. (JPI)	1161_US	Device Case with Clip	US	Yao, David Polito, Freditalo	Joby Photo, Inc.	29/360,113	n/a	4/20/2010	n/a			Pending
Joby Photo, Inc. (JPI)	1161_US_A	Device Case with Clip	US	Yao, David Polito, Freditalo	Joby Photo, Inc.	29/361,478	n/a	5/21/2010	n/a			Pending
Joby Photo, Inc. (JPI)	1169_US	Tripod Ballhead	US	Yao, David Polito, Freditalo	Joby Photo, Inc.	29/361,479	n/a	5/12/2010	n/a			Pending
Joby Photo, Inc. (JPI)	1176_US	Headlamp and Lantern System	US	Hale, Eric C.	Joby Photo, Inc.	13/152,241	n/a	6/2/2011	n/a			Pending
Joby Photo, Inc. (JPI)	1176_US_1P	Headlamp and Lantern System	US	n/a	n/a	61/350,915	n/a	6/2/2010	n/a		6/2/2011	Expired
Joby Photo, Inc. (JPI)	1177_US_1P	Device Case and Mounting Apparatus With Flexible Support Legs	US	n/a	n/a	61/367,454	n/a	7/26/2010	n/a		7/26/2011	Expired
Joby Photo, Inc. (JPI)	1177_US_2P	Device Case and Mounting Apparatus With Flexible Support Legs	US	Hale, Eric C.	Joby Photo, Inc.	61/407,410	n/a	10/27/2010	n/a		10/27/2011	Pending
Joby Photo, Inc. (JPI)	1180_US_1P	Device Case and Mounting Apparatus	US	n/a	n/a	61/366,940	n/a	7/23/2010	n/a		7/23/2011	Expired
Joby Photo, Inc. (JPI)	1180_US_2P	Device Case and Mounting Apparatus	US	Hale, Eric C.	Joby Photo, Inc.	61/422,124	n/a	12/10/2010	n/a		12/10/2011	Pending
Joby Photo, Inc. (JPI)	1181_US_1P	Device Case and Clip with Tripod	US	Hale, Eric C.	Joby Photo, Inc.	61/383,714	n/a	9/19/2010	n/a		9/19/2011	Pending
Joby Photo, Inc. (JPI)	1182_US_1P	Rotating PanHead And Tripod With Same	US	n/a	n/a	61/376,777	n/a	8/25/2010	n/a		8/25/2011	Expired
Joby Photo, Inc. (JPI)	1183_US_1P	Flashlight and Tripod	US	n/a	n/a		n/a	6/28/2011	n/a			New
Joby Photo, Inc. (JPI)	1193_US_1P	Fully Rotatable Electrical Joint and Counterweighted Lamp Assembly Using Same	US	n/a	n/a	61/485,533	n/a	5/12/2011	n/a		5/12/2012	Pending
Joby Photo, Inc. (JPI)	1194_US_1P	Miniature Ball Tripod	US	Hale, Eric C.	Joby Photo, Inc.	61/473,615	n/a	4/8/2011	n/a		4/8/2012	Pending

Registrant	Client Case #	Title	Country	Inventor Names	Assignment Listed Assignee(s)	Application No.	Publication No.	Filing Date	Patent No.	Date Issued	Expiration Date	Status
Joby Communications, Inc.	1090_US	Support Arm with Reversed Elastic And Inelastic Ranges	US	Bevirt, JoeBen Scheinman, David E. Polito, Freditalo	n/a	12/077,057	20090095863	3/14/2008	7,850,130	12/14/2010	5/21/2028	Issued
Joby Communications, LLC		Support Arm with Reversed Elastic And Inelastic Ranges	US	n/a	n/a	60/918,115	n/a	3/14/2007	n/a	n/a	3/14/2008	Expired
Joby Communications, LLC	1099_US	Folding Cord With Rigid Sections And Magnets	US	Bevirt, Joe Ben Polito, Freditalo	n/a	12/214,797	20090314515	n/a	n/a	Ab. Date: 3/29/2011	n/a	Abandoned
Joby Photo, Inc (JPI)	1095_US_1C	Mounting Apparatus Using Ball And Socket Joints With Gripping Features	US	Bevirt, JoeBen	1 - Joby, Inc. 2 - Joby Photo, Inc.	13/006,434	20110108683	1/14/2011	n/a			Pending - Docketed New Case - Continuation of US Pat. 7,891,615.