

## 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
Exos Corporation	02/20/2012
RECEIVING PARTY DATA	
Name:	Product Innovations, Inc.
Street Address:	100 Williams Ranch Drive
City:	Aspen
State/Country:	COLORADO
Postal Code:	81611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29408211
CORRESPONDENCE DATA	
Fax Number:	(612)349-9266
Phone:	612-252-1559
Email:	goette@ptslaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Allison Goette
Address Line 1:	80 South 8th Street
Address Line 2:	4800 IDS Center
Address Line 4:	Minneapolis, MINNESOTA 554022100
ATTORNEY DOCKET NUMBER:	4456.12US01
NAME OF SUBMITTER:	Allison Goette
Total Attachments: 2 source=4456_12US01_SECURITYAGREEMENT#page1.tif source=4456_12US01_SECURITYAGREEMENT#page2.tif	

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## **Security Agreement between Exos, Inc. and Product Innovtions, Inc.**

This Security Agreement shall have an effective date of February 20, 2012 between Product Innovations, Inc. ("PII") a Colorado corporation and Exos Corporation ("Exos") a Minnesota Coporation, and serves as an inducement on the part of Exos to operate under the intellectual property developed by Mark Joseph and PII by securing the payment of certain royalties pursuant to a royalty agreement between PII and Exos (the "Royalty Agreement"), with a security interest superior to all other creditors in the property described below as well as all products and proceeds related to said property. Capitalized terms used herein shall have the same meaning as they have in the Royalty Agreement.

The property (the "Property") secured by this Security Agreement includes: the cast system and know-how related thereto (the "Technology"), any and all subsequent developments and improvements to the Technology developed by PII, any and all copyrights, included registered copyrights, trademarks, trade names and all other intellectual property including patents and patent applications respecting the Technology any and all U.S. patents and foreign patents and any and all U.S. applications and foreign applications.

### **Exos agrees that:**

1. This Agreement secures the payment of royalties pursuant to the Royalty Agreement to PII.
2. Exos shall be in default under this Security Agreement if Exos defaults in the payment of royalties pursuant to the Royalty Agreement that this Security Agreement secures. If Exos so defaults, PII shall have all the rights and remedies provided under the Royalty Agreement, Uniform Commercial Code, and any statutory provisions concerning intellectual property security, including, without limitation:
  - a. Requiring Exos to make the Property available at a reasonable convenient location and time and take possession of the Property;
  - b. Notify any account receivable of PII's interest in the Property and tell the account receivable to make payment directly to PII, and endorse any checks from such notified account receivables on behalf of Exos;
  - c. In the name of Exos demand, collect, endorse, receive and give receipt for, compromise, settle, and handle suits or other proceedings involving the Property;
  - d. Take any action it feels necessary in order to take possession of the Property, including performing any part of a contract or endorsing in the name of Exos;
  - e. Take any action or pay money on behalf of Exos to preserve or protect the Property. Any such payments made may be treated as advances in addition to the amount owed under the Royalty Agreement; and

f. Prepare and file a UCC-1 Financing Statement and sign on behalf of Exos if necessary to provide public notice of this Security Agreement.

In Witness Whereof, the undersigned have signed and executed this Security Agreement.

On behalf of Exos Corporation

On behalf of Product Innovations, Inc.

Signed: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Mark Joseph

Title: President

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