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U.S. DEPARTMENT OF COMMERCE
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RECORDATION FORM COVER SHEET

PATENTS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(les)/Execution Date(s):

PERFORMANCE DESIGNED PRODUCTS LLC

Execution Date(s) April 22, 2011

Additional names of conveying parties attached? ☐ Yes

☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Government Interest

☐ Executive Order 9424, confirmatory License

☐ Other

2. Name and address of receiving party(les)

Name: WELLS FARGO CAPITAL FINANCE, LLC

Internal
Address:

Street Address: 2450 Colorado Avenue, Suite 3000 West

City: Santa Monica

State: CA

Country: USA

Zip: 90404

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

4. Application or patent number(s)

☐ This document is being filed together with a new application.

A. Patent Application No. (s)

See Attached Schedule I

B. Patent No.(s)

See Attached Schedule I

Additional numbers attached? ☒ Yes ☐ No

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: CT Lien Solutions

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: New York

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany@wolterskluwer.com

6. Total number of applications and registrations involved: 30 US Patents

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1200.00

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information:

a. Credit Card

Last 4 Numbers

1868

Expiration Date

01/15

b. Deposit Account Number

Authorized User Name:

9. Signature:

Kareem Ansley
Signature

May 23, 2013

Date

Kareem Ansley
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 3

Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$1200.00 29339709

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations

Company	Patent Name	Jurisdiction	Number	Issued/Filed	Status
Performance Designed Products LLC	Input Controller for A Game System Having a Combination Move Feature	US	6,989,818	1/24/2006	Issued
Performance Designed Products LLC	Video Game Baseball Bat Controller	US	D583,875	12/30/08	Issued
Performance Designed Products LLC	Video Game Tennis Controller	US	D589,567	3/31/09	Issued
Performance Designed Products LLC	Video Game Golf Controller	US	D590,893	4/21/09	Issued
Performance Designed Products Ltd.	Position Transducer	US	6,697,760	2/24/04	Issued
Performance Designed Products LLC	Asymmetrical Game Controller	US	D624080	9/21/10	Issued
Performance Designed Products LLC	Asymmetrical Handheld Game (Controller III)	US	D624078	9/21/10	Issued
Performance Designed Products LLC	Asymmetrical Handheld Game Controller	US	D624079	9/21/10	Issued

Patent Applications

Company	Patent Name	Jurisdiction	Number	Issued/Filed	Status
Performance Designed Products LLC	Video Game Controller Accessory	US	29/339,709	7/6/09	Pending
Performance Designed Products LLC	Video Game Controller Bat Accessory	US	29/342,914	9/2/09	Pending
Performance Designed Products LLC	Video Game Controller Tennis Accessory	US	29/342,910	9/2/09	Pending
Performance Designed Products LLC	Video Game Controller Golf Accessory	US	29/342,911	9/2/09	Pending
Performance Designed Products LLC	Video Game Controller Sword Accessory	US	29/342,916	9/2/09	Pending

Company	Patent Name	Jurisdiction	Number	Issued/Filed	Status
Performance Designed Products LLC	Adapter Apparatus for a Handheld Controller	US	12,771,150	5/10/10	Pending
Performance Designed Products Ltd.	Wireless Position Sensing in Three Dimensions Using Ultrasound	US	12/294,880	3/28/07	Pending
Performance Designed Products Ltd.	Wireless Position Sensing in Three Dimensions Using Ultrasound	International (PCT)	GB07/001101	2/28/07	Pending
Performance Designed Products LLC	Video Game Controller Table Tennis Accessory	US	29/357,244	3/9/10	Pending
Performance Designed Products LLC	Video Game Controller Table Tennis Accessory II	US	29/357,245	3/9/10	Pending
Performance Designed Products Ltd.	Methods and Apparatus for Filtering Noise in a Three-Dimensional Position Measurement System	US	12/822,921	6/24/10	Pending
Performance Designed Products LLC	Collapsible Gamer Controller Attachment	US	61/383,072	9/15/10	Pending
Performance Designed Products Ltd.	Motion Smoothing in 3-D Position Sensing Apparatus	US	12/881,093	9/13/10	Pending
Performance Designed Products Ltd.	Pointing Device	US	12/881,097	9/13/10	Pending
Performance Designed Products Ltd.	Wireless Position Sensing in Three Dimensions	US	12/881,100	9/13/10	Pending
Performance Designed Products LLC	Feedback Controller	US	11/874,662	10/18/07	Published
Performance Designed Products LLC	Method and Apparatus for Generating Special Effects	US	12/016,064	1/17/08	Published
Performance Designed Products LLC	Tactile Feedback Apparatus and Method	US	12/362,804	12/22/09	Published
Performance Designed Products LLC	Tactile Feedback Apparatus and Method	International (PCT)	12/362,804	1/30/09	Pending
Performance Designed Products Ltd.	Wireless Position Sensing in Three Dimensions Using Ultrasound	US	12/358,006	1/22/09	Published
Performance Designed Products LLC	Tactile Feedback Apparatus and Method	UK	0801126.4	1/22/08	Pending
Performance Designed Products LLC	Local Gamer Network	US	12/464,786	5/12/09	Published

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Company	Patent Name	Jurisdiction	Number	Issued/Filed	Status
Performance Designed Products LLC	Feedback Controller	US	12/410,375	3/24/09	Published
Performance Designed Products LLC	Video Game Controller Attachment Apparatus	US	12/766,666	4/23/10	Published
Performance Designed Products Ltd.	Wireless Position Sensing in Three Dimensions Using Ultrasound	EU	7732162.8	3/28/07	Pending
Performance Designed Products Ltd.	Sensor Averaging	PCT	PCT/GB2009/000253	1/30/09	Pending
Performance Designed Products Ltd.	Sensor Averaging	UK	0801641.2	1/30/08	Pending
Performance Designed Products Ltd.	Hybrid Sensor	International (PCT)	PCT/GB09/000167	1/22/09	Pending
Performance Designed Products Ltd.	Pointing Device	UK	804603.9	3/13/08	Pending
Performance Designed Products Ltd.	Pointing Device	International (PCT)	PCT/GB09/000647	3/11/09	Pending
Performance Designed Products Ltd.	Method for Dynamic Threshold Adjustment	UK	810976.1	6/16/08	Pending
Performance Designed Products Ltd.	Method for Dynamic Threshold Adjustment	International (PCT)	PCT/GB09/050679	6/15/09	Pending
Performance Designed Products Ltd.	Motion Smoothing in 3-D Position Sensing	UK	812533.8	7/9/08	Pending
Performance Designed Products LLC	Camera Mount	US	29/389,331	4/8/11	Pending

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 22nd day of April, 2011, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 22, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among FSAR HOLDINGS, LLC, a Delaware limited liability company, as parent ("Parent"), PERFORMANCE DESIGNED PRODUCTS LLC, a California limited liability company ("Borrower") and the Lender, the Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender, for the benefit of Lender and the Bank Product Providers, that certain Security Agreement, dated as of April 22, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Lender, for the benefit of Lender and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for the benefit Lender and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

2.1. all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

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

2.3. all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under

any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender, for the benefit of the Lender and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CONSTRUCTION. This Patent Security Agreement is a Loan Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments,

changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Patent Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

9. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, THAT; ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PERFORMANCE DESIGNED PRODUCTS
LLC

By: 
Name: Kevin Johnson
Title: Chief Financial Officer

LENDER:

WELLS FARGO CAPITAL FINANCE, LLC

By: _____
Name: Richard K. Schultz
Title: Director

Patent Security Agreement

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Name: Kevin Johnson

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WELLS FARGO CAPITAL FINANCE, LLC

By: 

Name: Richard K. Schultz

Title: Director

Patent Security Agreement