

## 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
Cerevellum Designs LLC	06/24/2013
RECEIVING PARTY DATA	
Name:	South Carolina Bank and Trust
Street Address:	520 Gervais St, PO Box 100113
City:	Columbia
State/Country:	SOUTH CAROLINA
Postal Code:	29202-3113
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61103637
Application Number:	12338630
Application Number:	12729408
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	803-799-2000
Email:	IP@nelsonmullins.com
Correspondent Name:	Beth Looper
Address Line 1:	100 North Tryon Street, 42nd Floor
Address Line 2:	Nelson Mullins Riley & Scarborough LLP
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4000
ATTORNEY DOCKET NUMBER:	06130/03003
NAME OF SUBMITTER:	Neil C. Jones
Signature:	/Neil C. Jones/

Date:

06/27/2013

**Total Attachments: 9**

source=PatentSecAgmtCerevellumDesignsLLC20130624#page1.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page2.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page3.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page4.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page5.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page6.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page7.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page8.tif  
source=PatentSecAgmtCerevellumDesignsLLC20130624#page9.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made June 24, 2013 (this "Agreement"), by and between SCBT, a state chartered financial institution organized and existing under the laws of the State of South Carolina ("Grantee") and CEREVELLUM DESIGNS, LLC, a limited liability company organized and existing under the laws of the State of South Carolina ("Grantor").

### RECITALS

A. Grantor desires to grant and Grantee desires to obtain a lien and security interest on the Patent Collateral (as defined below) as security for the obligations of Grantor (the "Obligations") under the Promissory Note and Security Agreement, dated June 24, 2013, entered into between Grantor and Grantee. All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to such term in the Promissory Note and Security Agreement.

B. Grantee desires to have Grantee's lien and security interest in any and all patent applications and patents in which Grantee has an interest (referred to collectively in this Agreement as the "Patent Collateral") confirmed by a document identifying that security interest and in such form as may be recorded in the United States Patent and Trademark Office.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

### ARTICLE I ASSIGNMENT

In consideration of the Promissory Note and Security Agreement and for other good, valuable, and sufficient consideration, the receipt of which is acknowledged by Grantor, and to secure the obligations of the Promissory Note and Security Agreement, Grantor does now collaterally assign and grant to Grantee a lien and security interest in:

A. All of Grantor's right, title, and interest in and to in any and all patent applications and patents in which Grantee has an interest, including without limitation; (i) all the United States Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any future patents (collectively, the "Patents"); (ii) all the applications for Letters Patent and the inventions described and claimed in the same set forth on the attached Schedule A and any United States Letters Patent that may be issued on any of those applications and any future patent applications (collectively, the "Applications"); (iii) any reissue, extension, division, or continuation of the patents or the applications (such reissues, extensions, divisions, and continuations referred to collectively in this Agreement as the "Reissued Patents"); (iv) all future royalties or other fees paid or payment or payments made or to be made to Grantor in respect to the patents (the "Royalties"); and (v) proceeds of any and all of the foregoing (the "Proceeds"; the Patents, Applications, Reissued Patents, Royalties and Proceeds referred to collectively in this Agreement as the "Patent Rights"); and

B. All rights, interests, claims, and demands that Grantor has or may have in existing and future profits and damages for past and future infringements of the Patent Rights (such rights, interest, claims, and demands referred to collectively in this Agreement as the "Claims") (the Patent Rights and Claims collectively referred to as the "Patent Collateral").

## **ARTICLE II GRANTOR'S WARRANTY**

Grantor warrants and represents to Grantee that:

A. Grantor is the true and lawful exclusive owner of the Patent Rights set forth on Schedule A, including all rights and interests granted in this Agreement;

B. To the best of Grantor's knowledge, the Patent Collateral is valid and enforceable;

C. Grantor has full power and authority to execute and deliver this Agreement;

D. Grantor has no notice of any suits or actions commenced or threatened against Grantor, or notice of claims asserted or threatened against Grantor, with reference to the Patent Rights and the interests granted in this Agreement;

E. All Patent Collateral is identified on Schedule A; and

F. The Patent Rights and all interests granted in this Agreement are so granted free from all liens, charges, claims, options, licenses, pledges, and encumbrances of every kind and character.

## **ARTICLE III GRANTOR'S FURTHER COVENANTS**

Grantor further covenants that, until the Obligations have been satisfied in full, and without limiting Grantor's exclusive right to license the Patent Collateral in the ordinary course of business (each a "Permitted License," collectively, "Permitted Licenses"), Grantor will:

A. Not enter into any agreement(s) including, but not limited to, license agreements, which are inconsistent with Grantor's obligations under this Agreement, without Grantee's prior written consent; and

B. Maintain the Patent Collateral in full force and effect.

## **ARTICLE IV USE OF PATENT RIGHTS, LICENSES**

Unless and until there shall have occurred and be continuing an event of default under the Promissory Note and Security Agreement, and Grantee elects to exercise its rights under this

Agreement (a "Triggering Event"), Grantor shall continue to have the exclusive right to use the Patent Rights and grant Permitted Licenses with respect to the Patent Collateral for Grantor's own benefit and account. Unless and until there shall have occurred a Triggering Event, Grantee shall have no right to use the Patent Rights or issue any exclusive or nonexclusive license with respect to the Patent Collateral, or assign, pledge, or otherwise transfer any interest in the Patent Rights to any other person.

#### **ARTICLE V RESTRICTIONS ON SALE OR FURTHER ENCUMBRANCE**

Without limiting Grantor's exclusive right to grant Permitted Licenses in the Patent Collateral, Grantor agrees not to sell, assign, or further encumber Grantor's rights and interests in the Patent Collateral without prior written consent of Grantee.

#### **ARTICLE VI GRANTEE'S RIGHTS ON DEFAULT**

A. Upon the occurrence of a Triggering Event, Grantee, as the holder of a security interest under the Uniform Commercial Code as now or later in effect in any applicable jurisdiction in which the Patent Collateral may be located, may take such action as is permitted by law or equity, in Grantee's sole discretion, to foreclose on or otherwise realize on the Patent Collateral covered by this Agreement. Grantee shall apply the residue of the proceeds of sale or other disposition of the Patent Collateral toward the payment of the Obligations. Subject to any terms of the applicable terms of the Promissory Note and Security Agreement, any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Grantor. Notice of any sale or other disposition of the Patent Collateral shall be given to the Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patent Collateral is to be made. At any such sale or other disposition, any holder of the Promissory Note and Security Agreement may, to the extent permissible under applicable law, purchase the whole or any part of the Patent Collateral sold, free from any right to redemption on the part of Grantor, which right is hereby waived and released.

B. For the purposes of this Article, Grantor authorizes and empowers Grantee to make, constitute, and appoint any officer or agent of Grantee as Grantee may select in Grantee's sole discretion, as Grantor's true and lawful attorney-in-fact with the power to endorse Grantor's name on the file of record, all assignments, applications, documents, papers, and instruments, whether signed by Grantor or by Grantee on Grantor's behalf, necessary for Grantee or its transferee, successors, or assigns, to obtain title to and the right to use the Patent Collateral or to grant or issue any exclusive or nonexclusive license under the Patent Collateral to any other person or to assign, pledge, convey, or otherwise transfer title in or dispose of all or any part of the Patent Collateral to any other person upon the occurrence of a Triggering Event. Grantor ratifies all that attorney shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney shall be irrevocable for the life of this Agreement.

**ARTICLE VII**  
**FILING OF DOCUMENTS WITH PATENT AND TRADEMARK OFFICE**

Grantor shall at Grantor's own expense, to the extent Grantor deems it necessary, diligently file and prosecute all Applications relating to the inventions described and claimed in the Patent Collateral in the United States Patent and Trademark Office, and shall pay or cause to be paid in customary fashion all fees and disbursements in connection with such Applications, and until the Obligations shall have been paid in full, shall not abandon any such Application or disclaim or dedicate any Patent without the prior written consent of Grantee. Grantor shall not abandon any Patent Collateral without the prior written consent of Grantee, which consent shall not to be unreasonably withheld.

**ARTICLE VIII**  
**FEES, COSTS AND EXPENSES**

Any and all fees, costs and expenses, including reasonable attorney fees and expenses incurred by Grantee in connection with the preparation of this Agreement and all other documents relating to this Agreement and to the consummation of this transaction, the filing and recording of any documents (including all taxes resulting from this transaction) in public offices, and any taxes, counsel fees, maintenance fees, costs of discharging encumbrances, or costs otherwise incurred in defending or prosecuting any actions or proceedings arising out of or related to the Patent Collateral shall be paid by Grantor on demand by Grantee and, until paid, shall be added to the Obligations.

**ARTICLE IX**  
**SUIT TO ENFORCE PATENT COLLATERAL**

Grantor shall have the right, with the prior written consent of Grantee, which consent shall not be unreasonably withheld, to bring suit in Grantor's own name to enforce the Patent Collateral, in which case Grantee may, at Grantee's option, be joined as a nominal party to the suit if Grantee is satisfied that joinder is necessary and that Grantee is not incurring any risk of liability by that joinder. Grantor shall promptly, on demand, reimburse and indemnify and hold harmless Grantor from and for all damages, costs and expenses, including reasonable attorneys' fees, incurred by Grantee pursuant to the provisions of this Article and all other actions and conduct of Grantor with respect to the patent rights during the term of this Agreement except to the extent caused by the gross negligence or intentional misconduct of Grantee.

**ARTICLE X**  
**MODIFICATION; WAIVER**

No modification or waiver of any provisions set forth in this Agreement shall be effective unless the same shall be in writing and signed by the party against whom enforcement is being sought.

**ARTICLE XI  
EXPENSES INCURRED IN PROTECTING PATENT COLLATERAL**

If Grantor fails to comply with any of Grantor's obligations hereunder, Grantee may, at Grantee's sole option, do so in Grantee's name, but at Grantor's expense. Grantor agrees to reimburse Grantee in full for all expenses, including reasonable attorney fees, incurred by Grantee in protecting, defending, enforcing, and maintaining the patent collateral.

**ARTICLE XII  
TERMINATION OF GRANTEE'S INTERESTS IN PATENT COLLATERAL**

At such time as Grantor shall fully and unconditionally satisfy the Obligations, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all deeds, assignments, and other instruments as may be necessary or proper to re-vest in Grantor full title to the Patent Collateral.

**ARTICLE XIII  
RECORDATION OF AGREEMENT**

Grantor acknowledges and agrees that this Agreement shall be recorded in the United States Patent and Trademark Office.

**ARTICLE XIV  
PARTIES BOUND**

This Agreement shall be binding on Grantor, Grantor's successors, and assigns, and shall inure to the benefit of Grantee, its successors, and assigns.

**ARTICLE XV  
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Carolina.

**[INTENTIONALLY LEFT BLANK – SIGNATURES ON FOLLOWING PAGE]**


The parties have executed this Agreement on the day and year first above written.

**GRANTOR:**

**GRANTEE:**

**CEREVELLUM DESIGNS, LLC**

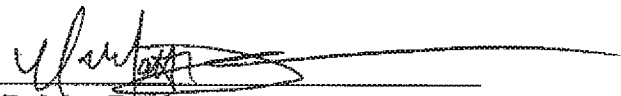
**SCBT**

By: 

Mark S. Smith  
Chairman, Board of Directors  
Cerevellum Designs, LLC

By: 

Abe Swartz  
Vice-President  
SCBT

By: 

R. Matt Dunbar  
Managing Director  
Upstate Carolina Angel Network, LLC



GRANTOR NOTARIZATION

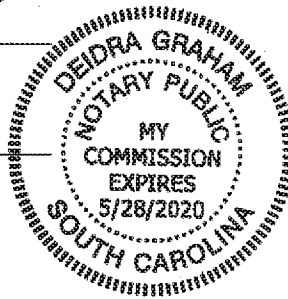
STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

I DO HEREBY CERTIFY that Mark Smith personally appeared before me this day, acknowledging himself to be authorized to sign on behalf of **CEREVELLUM DESIGNS, LLC**, and executed the foregoing instrument for the purposes and in the capacity therein contained.

WITNESS MY HAND AND NOTARIAL SEAL this 24 day of June, 2013.

Graham  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_



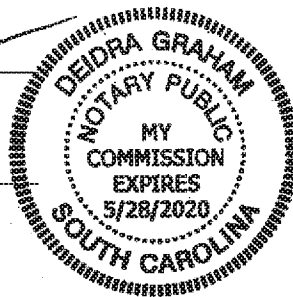
STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

I DO HEREBY CERTIFY that Matt Dunbar personally appeared before me this day, acknowledging himself to be authorized to sign on behalf of **CEREVELLUM DESIGNS, LLC**, and executed the foregoing instrument for the purposes and in the capacity therein contained.

WITNESS MY HAND AND NOTARIAL SEAL this 24 day of June, 2013.

Graham  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_



GRANTEE NOTARIZATION

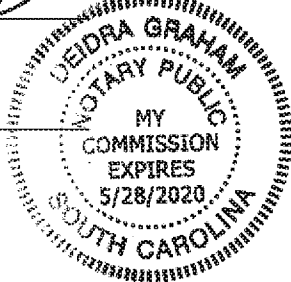
STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville )

I DO HEREBY CERTIFY that Abe Swartz personally appeared before me this day, acknowledging himself to be authorized to sign on behalf of SCBT and executed the foregoing instrument for the purposes and in the capacity therein contained.

WITNESS MY HAND AND NOTARIAL SEAL this 24 day of June, 2013.

[Signature]  
Notary Public for South Carolina

My commission expires: \_\_\_\_\_



**SCHEDULE A**

**PATENTS AND APPLICATIONS**

**Patents**

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
-------------------	-------------------	--------------

**Patent Applications**

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Status</u>
61/103,637	10/08/2008	Rear-View Display System for a Bicycle	Expired
12/338,630	12/18/2008	Rear-View Display System for a Bicycle	Abandoned
12/729,408	03/23/2010	Rear-View Display System for a Bicycle	Pending