

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Appalachian Lighting Systems, Inc.	07/08/2013
RECEIVING PARTY DATA	
Name:	Synapse Wireless, Inc.
Street Address:	500 Discovery Drive
City:	Huntsville
State/Country:	ALABAMA
Postal Code:	35806
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8186855
Application Number:	13462674
Patent Number:	8322881
Application Number:	13692402
Application Number:	13588926
Patent Number:	D612088
Patent Number:	D650508
CORRESPONDENCE DATA	
Fax Number:	2565120119
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	256-551-0171
Email:	ipdocket@maynardcooper.com
Correspondent Name:	Jon E. Holland
Address Line 1:	655 Gallatin Street
Address Line 4:	Huntsville, ALABAMA 35801
ATTORNEY DOCKET NUMBER:	15377-0150

OP \$280.00 8186855

PATENT

NAME OF SUBMITTER:	Jon E. Holland
Signature:	/joneholland/
Date:	07/16/2013
Total Attachments: 7 source=ALSI Executed IP Agreement 7 8 13#page1.tif source=ALSI Executed IP Agreement 7 8 13#page2.tif source=ALSI Executed IP Agreement 7 8 13#page3.tif source=ALSI Executed IP Agreement 7 8 13#page4.tif source=ALSI Executed IP Agreement 7 8 13#page5.tif source=ALSI Executed IP Agreement 7 8 13#page6.tif source=ALSI Executed IP Agreement 7 8 13#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 8, 2013, by and between Synapse Wireless, Inc., a Delaware corporation (the "Secured Party"), and Appalachian Lighting Systems, Inc., a Pennsylvania corporation (the "Debtor").

RECITALS

A. The Debtor and the Secured Party have entered into that certain Note and Warrant Purchase Agreement, dated as of July 8, 2013 (the "Purchase Agreement"), pursuant to which the Debtor is issuing a One Million Five Hundred Thousand Dollars and No/100 (\$1,500,000.00) Note and Security Agreements (the "Note") to the Secured Party, pursuant to the terms and conditions of the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement and the Note and in order to induce the Secured Party to extend the credit evidenced by the Note, the Debtor has granted the Secured Party a security interest in and lien on, all of the Debtor's right, title and interest in and to the Collateral (as defined in the Note), including, without limitation, the Intellectual Property Collateral (as defined below).

AGREEMENT

The Debtor hereby grants to the Secured Party, a security interest in and lien on, and confirms and ratifies the grant of a security interest in and lien on, all of the Debtor's right, title and interest in and to the intellectual property of the Debtor, including, without limitation, the intellectual property listed on Exhibit A (Copyrights), Exhibit B (Patents) and Exhibit C (Trademarks) to this Agreement, and (a) all license fees, royalty fees and other proceeds and income in any form from the manufacture, license, sale, distribution or use of such intellectual property, (b) all goodwill associated with such intellectual property, (c) all continuations, renewals, divisions, extensions, continuations-in-part, reexaminations and reissues of such intellectual property, and (d) all rights to sue and other claims by the Debtor for past, present or future infringement of, or dilution of, or other damages to the goodwill of, any such intellectual property (collectively, the "Intellectual Property Collateral").

The Debtor agrees to notify the Secured Party as promptly as practicable, and in any event within ten (10) days, of the Debtor's registration, acquisition or adoption of any copyright, patent, trademark or mask work not listed on Exhibits A, B or C to this Agreement. Any such copyright, patent, trademark or mask work that the Debtor registers, acquires or adopts is to thereafter be deemed a part of the Intellectual Property Collateral. The Debtor agrees to execute and deliver, at the Debtor's sole cost and expense, all such security agreements, assignments, mortgages or other documents or filings the Secured Party deems, in the Secured Party's sole and absolute discretion, necessary or advisable to preserve and perfect the Secured Party's security interest in and lien on all of the Debtor's right, title and interest in and to the Intellectual Property Collateral. The Debtor agrees to record with all appropriate agencies or authorities, at the Debtor's sole cost and expense, all such documents and other instruments the Secured Party deems, in the Secured Party's sole and absolute discretion, necessary or advisable to preserve and perfect the Secured Party's security interest in and lien on all of the Debtor's right, title and interest in and to the Intellectual Property Collateral.

The security interest and lien granted pursuant to this Agreement are granted in connection with the security interest and lien granted pursuant to the Note. The Debtor acknowledges that the Secured Party's rights and remedies with respect to the Secured Party's security interest in and lien on the Intellectual Property Collateral are in addition to those rights and remedies provided in the Note, and any other rights and remedies available at law or equity. This Agreement is to be governed by and construed

and enforced in accordance with the laws of the State of Alabama, without regard to any applicable conflicts of laws principles. The Secured Party's security interest in and lien on the Intellectual Property Collateral are subject to and can be modified or terminated only in accordance with the terms of the Note.

The Debtor and the Secured Party are permitted to execute this Agreement in any number of counterparts, each of which when so executed and delivered, is to be an original, but each counterpart together is to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission is to constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Debtor and the Secured Party transmitted by facsimile or other electronic transmission are to be deemed to be their original signatures for any purpose whatsoever. This Agreement is to be deemed made under seal.

[Signature Page Follows]

The Debtor and the Secured Party, intending to be legally bound, have caused this Agreement to be executed by a duly authorized representative as of the date first set forth above.

DEBTOR:

Appalachian Lighting Systems, Inc.

By: *M. J. P.*
Name: Michael J. P.
Title: CEO

[SEAL]

Acknowledged and Agreed:

SECURED PARTY:

Synapse Wireless, Inc.

By: _____
Name: _____
Title: _____

[SEAL]

[Intellectual Property Security Agreement]

The Debtor and the Secured Party, intending to be legally bound, have caused this Agreement to be executed by a duly authorized representative as of the date first set forth above.

DEBTOR:

Appalachian Lighting Systems, Inc.

By: _____ [SEAL]
Name: _____
Title: _____

Acknowledged and Agreed:

SECURED PARTY:

Synapse Wireless, Inc.

By: M. T. Holt [SEAL]
Name: M. T. Holt
Title: PRESIDENT

[Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

NONE.

02590099.3

A-1

EXHIBIT B**PATENTS**

Application No.:	Patent No.:	Publication No.:	Type of Application	Title/Description
12/243,316	8,186,855	2010-0254132	Utility	LED Lamp Apparatus and Method of Making an LED Lamp Apparatus
13/462,674	--	2012-0307483	Utility	LED lamp apparatus and method of making an LED lamp apparatus
12/341,798	8,322,881	--	Utility	Lighting Fixture
13/692,402	--	2013-0155675	Utility	Lighting Fixture
13/588,926	--	--	Utility	Lighting Device Communication Apparatus
29/287,931	--	--	Design	Arc Lighting
29/342,284	D 612,088	--	Design	Arc Light
29/342,286	D 650,508	--	Design	Faceted Arc Light
60/960,473	--	--	Provisional	LED light apparatus
61/071,828	--	--	Provisional	LED lamp apparatus and method of making an LED lamp apparatus
61/015,713	--	--	Provisional	Lighting Fixture
61/094,558	--	--	Provisional	Lighting Fixture with Improved Cover and Mounting Assembly
61/094,571	--	--	Provisional	Reflectors for Use with a Lighting Fixture
61/525,448	--	--	Provisional	2 way RF to WiFi remote control system and circuitry for LED light
61/542,556	--	--	Provisional	2 way RF to WiFi remote control system and circuitry for LED light expanded and added Smart Surge and Smart Meter
125453	--	--	Canada/Design	Warehouse Light - design aspects
000908702-0001	--	--	Europe/Design	Warehouse Light - design aspects
000908702-0002	--	--	Europe/Design	Warehouse Light - design aspects
000908702-0003	--	--	Europe/Design	Warehouse Light - design aspects
000908702-0004	--	--	Europe/Design	Warehouse Light - design aspects

EXHIBIT C

TRADEMARKS

Application No.:	Trademark No.:	Trademark
77/497,792	3,649,778	ALLED
77/497,739	4,023,082	RCLED
85/089,970	4,296,000	ALLINK
77/601,007	3,710,223	MAKING GREEN BRIGHTER
85/261,907	4,254,564	GREEN JUST GOT SMARTER