

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT2636764

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
SPECULATIVE PRODUCT DESIGN, LLC	11/27/2013

RECEIVING PARTY DATA

Name:	SPECK MEZZ, LLC
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Internal Address:	C/O VMG PARTNERS
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94129

PROPERTY NUMBERS Total: 38

Property Type	Number
Application Number:	12366769
Patent Number:	8204561
PCT Number:	US1022330
Application Number:	61401908
Application Number:	13215878
PCT Number:	US1148694
Patent Number:	8267251
Application Number:	13605193
PCT Number:	US1152519
Application Number:	61462119
Patent Number:	8230992
Application Number:	13556712
Application Number:	13100923
Application Number:	12890603

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PCT Number:	US1166987
Application Number:	13350682
PCT Number:	US1221360
Application Number:	12839228
Application Number:	13649740
PCT Number:	US1259771
PCT Number:	US1255119
Application Number:	13614538
PCT Number:	US1255136
Application Number:	13678446
PCT Number:	US1265240
Application Number:	61705300
Application Number:	61711611
Application Number:	29445453
Application Number:	61717280
Application Number:	61728560
Application Number:	61736216
Application Number:	61748540
Application Number:	29443528
Application Number:	61876414
Application Number:	61868699
Application Number:	61832019
Application Number:	61907507
Patent Number:	8383216

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NAME OF SUBMITTER:	CHRISTINA LONDON

/christina london/

Date:

12/04/2013

**Total Attachments: 8**

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY AND ANY SECURITY INTERESTS OR OTHER LIENS SECURING SUCH OBLIGATIONS ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF NOVEMBER 27, 2013 AMONG SPECK MEZZ, LLC, AS AGENT FOR THE SUBORDINATED CREDITORS (AS DEFINED IN THE SUBORDINATION AGREEMENT), SPECULATIVE PRODUCT DESIGN, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (THE "BORROWER"), SPECK HOLDINGS, LLC (THE "PARENT") AND ONEWEST BANK, FSB (THE "SENIOR AGENT"), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWER AND PARENT TO THE SENIOR AGENT, AND THE SECURITY INTERESTS AND LIENS SECURING SUCH INDEBTEDNESS, AND TO INDEBTEDNESS REFINANCING SUCH INDEBTEDNESS AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

#### PATENT SECURITY AGREEMENT

SPECULATIVE PRODUCT DESIGN, LLC, a California limited liability company (the "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of November 27, 2013 grants to Speck Mezz, LLC, a Delaware limited liability company, as Agent for the benefit of the Purchasers, pursuant to that certain Security Agreement entered into between Grantor and Agent dated as of the date hereof (as it may be amended, modified or restated from time to time, the "Security Agreement"), a continuing security interest in the following property:

- (i) all Patents, including the Patents listed in Schedule 1;
- (ii) all proceeds of any and all of the foregoing; and
- (iii) all causes of action arising before or after the date hereof for infringement of any of the Patents or for unfair competition regarding the same;

to secure performance of all obligations of Grantor under that certain Note Purchase Agreement dated as of November 27, 2013 among Grantor, Agent and the Purchaser and as set out in the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent and the Purchasers with respect to the security interest in the Patents 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.

All terms defined in the Security Agreement, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed as of the date first written above.

GRANTOR:

SPECULATIVE PRODUCT DESIGN, LLC,  
a California limited liability company

By: 

Name: Kara M. Roell

Title: Secretary

SCHEDULE 1  
to Patent Security Agreement









