

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2663834

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
GRIFFIN TECHNOLOGY, INC.	12/17/2013
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	303 PEACHTREE STREET
Internal Address:	23RD FLOOR, ATTN: ASSET MANAGER - GRIFFIN TECHNOLOGY, INC.
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 30	
Property Type	Number
Application Number:	12128494
Application Number:	12540373
Application Number:	11348175
Application Number:	29183255
Application Number:	29368571
Application Number:	11367622
Application Number:	11374829
Application Number:	11348156
Application Number:	11388036
Application Number:	11075080
Application Number:	11779886
Application Number:	11213485
Application Number:	11788498
Application Number:	11286610

Application Number:	10195049
Application Number:	11496553
Application Number:	11521098
Application Number:	13538298
Application Number:	12428391
Application Number:	61782110
Application Number:	12402500
Patent Number:	D585876
Patent Number:	D569876
Patent Number:	D567240
Patent Number:	D567229
Patent Number:	D543970
Patent Number:	D481678
Application Number:	12357400
Application Number:	12607951
Application Number:	12236654

CORRESPONDENCE DATA

Fax Number: (404)581-8330
 Phone: 404-581-8762
 Email: kedrew@jonesday.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: KENDEL DREW, JONES DAY
 Address Line 1: 1420 PEACHTREE STREET, NE
 Address Line 2: SUITE 800
 Address Line 4: ATLANTA, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	566957-640006
NAME OF SUBMITTER:	KENDEL DREW
Signature:	/Kendel Drew/
Date:	12/31/2013

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is dated as of December 17, 2013, by and between GRIFFIN TECHNOLOGY, INC., a Tennessee corporation (the "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent on behalf of the Lender Group (together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Grantor, Papernomad USA, LLC, a Colorado limited liability company, the other Persons party thereto from time to time as "Guarantors," the financial institutions party thereto as "Lenders," and Agent, the Lender Group is willing to make certain financial accommodations available to Grantor pursuant to the terms and conditions thereof;

WHEREAS, each of the Agent and the Lender Group is willing to make the financial accommodations to Grantor as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Third Amended and Restated Security Agreement dated of even date herewith (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, Grantor is required to execute and deliver to Agent, for the benefit of the Lender Group, 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, Grantor hereby agrees as follows:

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

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and patent intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, reexaminations, divisionals, renewals, provisionals, continuations, continuations in part, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all 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 Obligations and would be owed by Grantor to Agent or the Lender Group, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the Security Interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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. Grantor and the Agent, for itself and on behalf of the Lender Group, hereby acknowledge and agree that the security interest created hereby in the Patent Collateral shall not include, and the security interest granted herein shall not attach to, any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement or general intangible or agreement or agreements creating or giving rise to such Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Agreement is rendered ineffective under Sections 9-406, 9-407, 9-408, or 9-409 of the UCC.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of 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 Agent's continuing security interest in all Patent Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against

whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms "includes" and "including" are not limiting. The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document 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). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of law principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

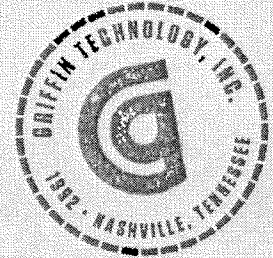
GRIFFIN TECHNOLOGY, INC.

By: 

Name: Mark Rowan

Title: President

(SEAL)



[GRIFFIN - PATENT SECURITY AGREEMENT]

SCHEDULE I

Patents owned by Griffin:

Patent Title	Owner	Application #	Patent #	Filing/Issue Date
Multiple Device Charging Station with User Friendly Configurable Mount	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	12/128,494	8,115,451	5/28/2008; 2/14/2009
Radio Dock (Radio accessory having pass through connector)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	12,540,373	8,160,643	8/13/2009; 4/17/2012
Rotary Encoder for MP3 Player (FM Transmitter for portable electronic device having rotary encoder)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/348,175	7,697,627	2/6/2006; 4/13/2010
icurve (Computer Laptop Stand)	Inventors: Andrew Green, Paul Griffin Assignee: Griffin Technology, Inc.	29/183,255	D483,767	6/9/2003; 12/16/2003
A-Frame Device Stand (Device stand)	Griffin Technology, Inc.	29/368,571	D637,583	8/25/2010; 5/10/2011
Auxiliary Power Adapter having device controls	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/367,622	7,679,322	3/3/2006; 3/16/2010
Bookcase (case for portable electronic device having external access port)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/374,829	7,743,999	6/29/2010
Digital Music Player Accessory with Digital Communication Capability	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/348,156	7,970,342	2/6/2006; 6/28/2011
Dock Calibration (Power level display)	Inventor: Paul P. Griffin, Jr. Assignee: Griffin Technology,	11/388,036	7,622,895	3/23/2006; 11/24/2009

Patent Title	Owner	Application #	Patent #	Filing/Issue Date
calibration device)	Inc.			
Earjam (Earpiece adapter for an earphone or a headphone)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/075,080	7,548,629	3/8/2005; 6/16/2009
Evolve (Accessory for portable electronic device)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/779,886	8,000,820	7/19/2007; 8/16/2011
FM Modulator (FM transmitter for portable device having rotary encoder)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/348,175	7,697,627	2/6/2006; 4/13/2010
isqueeze (Portable music player holder)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/213,485	7,611,114	8/26/2005; 11/03/2009
itrip nano (Digital media player accessory interface)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/788,498	7,835,809	4/20/2007; 11/16/2010
itrip with RDS (Digital music player accessory interface)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/286,610	7,647,129	11/23/2005; 1/12/2010
Total Remote (Infrared generator from audio signal source)	Griffin Technology, Inc.	10/195,049	6/931,231	7/12/2002; 8/16/2005
Tuneflex Dock (Adjustable dock for portable electronic devices)	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	11/496,553	7,639,482	7/31/2006; 12/29/2009
Twister (Cylindrical controller for an	Inventor: Paul Griffin Assignee: Griffin Technology,	11/521,098	7,925,039	9/14/2006; 4/12/2011

Patent Title	Owner	Application #	Patent #	Filing/Issue Date
electronic device)	Inc.			
Stylus for use with touch screen computing device	Griffin Technology, Inc.	13/538,298		06/29/2012
Receiver for Audio Player	Griffin Technology, Inc.	12/428,391	8,583,177	4/22/2008; 11/12/2013
Protective Device Case	Griffin Technology, Inc.	61/782,110		03/14/2013
Multiple interface device charger with removable battery pack.	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	12/402,500	8,072,183	3/12/2009; 12/6/2011

Patents Licensed to Griffin:

Design Patent Title	Owner	Application #	Patent #	Filing/Issue Date
Remote controller for a computer or an MP3 player device	Paul Griffin	D/229,833	D585,876	2/03/2009
Combined auto charger and docking cradle for an electronic device for recording, storing and transmitting audio or video files	Paul Griffin	D/262,723	D569,876	5/27/2008
Keyboard which is connectable to an electronic device	Paul Griffin	D/291,981	D567,240	4/22/2008
Headphone splitter and volume control accessory for use with an MP3 player device and another electronic device for recording, storing and transmitting audio files	Paul Griffin	D/262,722	D567,229	4/22/2008

Design Patent Title	Owner	Application #	Patent #	Filing/Issue Date
Securement device attachable to an electronic device	Paul Griffin	D/238,956	D543,970	6/05/2007
Dual eye infrared audio adaptor	Paul Griffin	D/163,870	D481,678	11/4/2003

Utility Patent Title	Owner	Application #	Patent #	Filing Date
Multiple Interface Device Charger with Removable Battery Pack	Inventor: Paul P. Griffin, Jr.	12/402,500	8,072,183	3/12/2009
Acoustic Dock for Portable Electronic Device	Inventors: Paul P. Griffin, Jr.; Benjamin T. Guy; George Anderson Cook	12/357,400	8,320,597	1/22/2009
Power Hub	Inventors: Paul P. Griffin, Jr.; Beat Zenerino; Cameron E. Boone; Lester V. Marks; Mark David Rowan; David M. Reynolds	12/607,951	8,527,782	10/28/2009
Radio Accessory Having Pass through Connector	Inventor: Paul P. Griffin, Jr.	12/540,373	8,160,643	8/13/2009
Wireless Audio Adapter	Inventor: Paul Griffin Assignee: Griffin Technology, Inc.	12/236,654	8,185,222	9/24/2008; 5/22/2012