

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
IMPLICIT, LLC	02/25/2014
RECEIVING PARTY DATA	
Name:	CBC PARTNERS I, LLC
Street Address:	305 108TH AVENUE NE, SUITE 101
City:	BELLEVUE
State/Country:	WASHINGTON
Postal Code:	98004
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	6324685
Patent Number:	7774740
Patent Number:	6976248
Application Number:	10300244
Patent Number:	6507349
Application Number:	11599785
Application Number:	11933147
Application Number:	10323874
Patent Number:	7778966
Patent Number:	7711857
Application Number:	09963780
Patent Number:	6629163
Application Number:	10039239
Patent Number:	6907446
Patent Number:	7730211

Patent Number:	7391791
Application Number:	13850260
Application Number:	10852308
Application Number:	10039243
Application Number:	12504579

CORRESPONDENCE DATA

Fax Number: (503)778-2200
 Phone: (503) 778-2137
 Email: trademarks@lanepowell.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
 Correspondent Name: LISA M. DAVIS, C/O LANE POWELL PC
 Address Line 1: 601 SW 2ND AVENUE, SUITE 2100
 Address Line 4: PORTLAND, OREGON 97204

ATTORNEY DOCKET NUMBER:	126390.12
NAME OF SUBMITTER:	LISA M. DAVIS
Signature:	/lisamdavis/
Date:	02/28/2014

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Security Agreement**"), dated as of February 25, 2014, is executed by Implicit, LLC, a Washington limited liability company (the "**Grantor**"), in favor of CBC Partners I, LLC ("**CBC**"), a Washington limited liability company.

RECITALS

A. Pursuant to a Secured Promissory Note dated as of February 25, 2014 (as may be amended, restated, supplemented, and modified from time to time, the "**Note**"), by and between Be Labs, LLC ("**Borrower**") and CBC, CBC has agreed to lend to Borrower the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Loan**").

B. As a condition precedent to making the Loan, CBC requires that Borrower cause Grantor to grant a security interest in all intellectual property owned by Grantor in favor of CBC, and receipt by CBC of this Security Agreement duly executed by Grantor.

C. The making of the Loan by CBC to Borrower is of value to Grantor, is reasonably expected to benefit Grantor, directly or indirectly, and is in furtherance of Grantor's personal and business interests.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with CBC as follows:

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

"**Collateral**" has the meaning given to that term in Paragraph 2 of this Security Agreement.

"**Copyright Office**" means the United States Copyright Office or any successor office or agency thereto.

"**Copyrights**" means, collectively, all copyrights including: (i) all original works of authorship fixed in any tangible medium of expression, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations, and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political

subdivision thereof, all whether now owned or hereafter acquired by Grantor, including without limitation those described on Schedule E and F to Attachment I annexed to this Security Agreement, which Schedule E and F are incorporated herein by this reference; and (ii) all extensions or renewals thereof and all licenses thereof.

“Liabilities” has the meaning given such term in the Note.

“Patent and Trademark Office” means the United States Patent and Trademark Office or any successor office or agency thereto.

“Patent Applications” means and refers to all applications made by, or on behalf of, Grantor to the Patent and Trademark Office or to any similar office or agency of any foreign country or political subdivision thereof for the registration of Patents.

“Patent Registrations” means and refers to all Patents registered with the Patent and Trademark Office or with any similar office or agency of any foreign country or political subdivision thereof and all Patent Applications.

“Patents” means, collectively, all patentable inventions, patent rights, shop rights, letters patent of the United States or any other country, all right, title, and interest therein and thereto, and all registrations and recordings thereof, including: (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules B and D to Attachment I annexed to this Security Agreement, which Schedules B and D are incorporated herein by this reference; and (ii) all reissues, continuations, continuations-in-part, or extensions thereof and all licenses thereof.

“Trade Secrets” means, collectively, all information, including formulas, patterns, compilations, programs, devices, methods, techniques, or processes, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities that can obtain economic value from their disclosure or use, all whether now owned or hereafter acquired by Grantor.

“Trademarks” means, collectively, all trademarks, trade names, trade styles, and service marks, and all prints and labels on which said trademarks, trade names, trade styles, and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title, and interest therein and thereto, all registrations and recordings thereof, including: (i) all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country, or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedules A and C to Attachment I to this Security

Agreement, which Schedules A and C are incorporated herein by this reference; and
(ii) all reissues, extensions, or renewals thereof and all licenses thereof.

“UCC” means the Uniform Commercial Code as in effect in the State of Washington from time to time.

Initially capitalized terms used but not defined in this Security Agreement have the respective meanings given to those terms in the Note, if defined therein, and if not so defined, have the respective meanings given in the UCC.

2. Grant of Security Interest; Conditional Assignment.

(a) As security for the Liabilities, Grantor hereby pledges and grants to CBC a security interest in all right, title, and interest of Grantor in and to all now owned or hereafter acquired Trademarks, Copyrights, Patents, Patent Applications, Trade Secrets, including without limitation the property (collectively and severally, the “**Collateral**”) described in Attachment I annexed to this Security Agreement and incorporated by this reference.

(b) Any assignment, transfer, and conveyance of any Collateral to CBC will be deemed to have occurred with a contemporaneous assignment, transfer, and conveyance to CBC of the goodwill, business, and/or means of production, associated with the goods produced or sold or the services rendered in connection with such Collateral.

3. Representations and Warranties. Grantor represents and warrants to CBC that:

(a) Grantor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Grantor acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) any right, title, claim, or interest (by way of lien, security interest, or otherwise) in, against or to the Collateral;

(b) CBC has (or in the case of after-acquired Collateral, at the time Grantor acquires rights therein, will have) a first priority security interest in the Collateral that will be perfected when CBC perfects its interest under applicable law;

(c) Grantor has full power and authority to make the conditional assignment and to grant the security interest herein granted;

(d) Grantor does not own any Patents, Trademarks, or Copyrights, registered in, or the subject of pending applications in, the Patent and Trademark Office or the Copyright Office or any similar offices or agencies in any other country or any political subdivision thereof, other than those described in Schedules A - F to Attachment I to this Security Agreement;

(e) Grantor has:

(i) the sole, full, and unencumbered right, title, and interest in and to the Trademarks shown on Schedule A to Attachment I for the goods and services covered by the registrations thereof and such registrations are, to Grantor's knowledge, valid and enforceable and in full force and effect;

(ii) the sole, full, and unencumbered right, title, and interest in and to each of the Patents shown on Schedule B to Attachment I, and the registrations thereof are valid and enforceable and in full force and effect;

(iii) the sole, full, and unencumbered right, title, and interest in and to each of the Copyrights shown on Schedule E to Attachment I, and according to the records of the Copyright Office or the corresponding office of the applicable jurisdiction, each of said copyrights is valid and enforceable and in full force and effect;

(f) there is no pending or, to the knowledge of Grantor, threatened claims by any third party that any Patents, Trademarks, or Copyrights are invalid or unenforceable or do or may violate the rights of any Person;

(g) all licenses of Patents, Trademarks, Copyrights, and Trade Secrets that Grantor has granted to any Person are set forth in Schedule G to Attachment I to this Security Agreement;

(h) all material licenses of Patents, Trademarks, Copyrights, and Trade Secrets that any Person has granted to Grantor are set forth in Schedule H to Attachment I to this Security Agreement;

(i) to the extent that Grantor has any material Trade Secrets, Grantor has taken all steps reasonably necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets; and

(j) the Patents, Trademarks and Copyrights reflect all intellectual property of any kind or classification owned by Grantor, regardless of whether such property is confirmed with the Copyright Office and/or Patent and Trademark Office.

4. Covenants of Grantor. Grantor hereby agrees that:

(a) Grantor will perform all acts and execute all documents, including notices of security interest for each relevant type of intellectual property in forms suitable for filing with the Patent and Trademark Office or the Copyright Office, as applicable, substantially in the form of Attachment II (appropriately revised) annexed to this Security Agreement and incorporated by this reference, that may be necessary or desirable to record, maintain, preserve, protect, or perfect CBC's interest in the Collateral, the lien granted to CBC in the Collateral, and the first priority of such lien;

(b) except to the extent that CBC gives its prior written consent,

(i) Grantor (either itself or through licensees) will continue to use the Trademarks in connection with each and every trademark class of goods or services applicable to its current line of products or services as reflected in its current catalogs, brochures, price lists, or similar materials in order to maintain the Trademarks in full force and effect free from any claim of abandonment for nonuse, and Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any Trademark may become invalidated;

(ii) Grantor will not do any act or omit to do any act whereby the Patent Registrations may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify CBC immediately if it knows of any reason or has reason to know that any Patent Registration may become abandoned or dedicated;

(iii) Grantor will not do any act or omit to do any act whereby the Copyrights may become abandoned or dedicated or the remedies available against potential infringers weakened and shall notify CBC immediately if it knows of any reason or has reason to know that any Copyright may become abandoned or dedicated; and

(iv) Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Security Agreement may be deemed a consent by CBC to any such action except as expressly permitted herein;

(c) Grantor will promptly pay CBC for any and all sums, costs, and expenses that CBC may pay or incur pursuant to the provisions of this Security Agreement or in enforcing the Liabilities, the Collateral or the security interest and assignments granted hereunder, including all filing or recording fees, court costs, collection charges, travel, and reasonable attorneys' fees and expenses, all of which, together with interest at the highest rate then payable on the Liabilities, will be part of the Liabilities and payable on demand;

(d) Grantor will promptly notify CBC upon the filing, either by Grantor or through any agent, employee, licensee, or designee, of:

(i) an application for the registration of any Patent, Trademark, or Copyright with the Patent and Trademark Office or the Copyright Office or any similar office or agency in any other country or any political subdivision thereof;

(ii) any assignment of any Patent or Trademark that Grantor may acquire from a third party, with the Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof;

(iii) any assignment of any Copyright that Grantor may acquire from a third party, with the Copyright Office or any similar office or agency in any other country or any political subdivision thereof.

(e) upon the request of CBC, Grantor will execute and deliver any and all assignments, agreements, instruments, documents, and papers as CBC may request to evidence CBC's interest in the Patents, Trademarks (and the goodwill and general intangibles of Grantor relating thereto or represented thereby), or Copyrights described in Paragraphs 4(d) above, and Grantor authorizes CBC to amend an original counterpart of the applicable notice of security interest executed pursuant to Paragraph 4(a) of this Security Agreement without first obtaining Grantor's approval of or signature to such amendment and to record such assignment with the Patent and Trademark Office or Copyright Office, as applicable;

(f) Grantor will keep the Collateral free of all liens, except in favor of CBC;

(g) Grantor will take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office, or any similar office or agency in any other country or any political subdivision thereof, to diligently prosecute or maintain, as applicable, each application and registration of the Patents, Trademarks, and Copyrights, including filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under this Security Agreement);

(h) during the term of the Loan Agreement, Grantor will:

(i) make application to the Patent and Trademark Office (and assign such application to CBC as security) to register any material unpatented but patentable inventions developed by Grantor or its employees (within the scope of their employment), unless Grantor, in the exercise of its prudent business judgment, deems any such Patent not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret;

(ii) make application to the Patent and Trademark Office to register any registerable but unregistered material Trademarks used by Grantor in connection with its products or services unless Grantor, in the exercise of its prudent business judgment, deems any such Trademark not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret; and

(iii) make application to the Copyright Office to register any material unregistered Copyright to which Grantor has rights unless Grantor, in the exercise of its prudent business judgment, deems any such Copyright not to have any significant commercial value or determines that its rights thereunder are better preserved as a Trade Secret;

- (i) Grantor will:
- (i) use proper statutory notice in connection with its use of the Patents, Trademarks, and Copyrights;
 - (ii) maintain consistent standards of quality in its manufacture of products sold under the Trademarks or provision of services in connection with the Trademarks; and
 - (iii) take all steps necessary to protect the secrecy and the validity under applicable law of all material Trade Secrets;
- (j) Grantor agrees that if it or any of its affiliates (hereinafter, "Affiliate"), learns of any use by any Person of any term or design likely to cause confusion with any Trademark, Grantor will promptly notify CBC of such use and of all steps taken and to be taken to remedy any infringement of any Trademark;
- (k) to the extent that Grantor has any material Trade Secrets, Grantor will maintain with each employee who may have access to the Trade Secrets of Grantor an agreement by which such employee agrees not to disclose such Trade Secrets and with each employee who may be the inventor of patentable inventions (invented within the scope of such employee's employment) an invention assignment agreement requiring such employee to assign all rights to such inventions, including patents and patent applications, to Grantor and further requiring such employee to cooperate fully with Grantor, its successors in interest, including CBC, and their counsel, in the prosecution of any patent application or in any litigation involving the invention, whether such cooperation is required during such employee's employment with Grantor or after the termination of such employment; and
- (l) Grantor will at all times keep at least one complete set of its records concerning the Collateral at its chief executive office and shall make such records available for inspection by CBC.

5. Authorized Action by CBC.

- (a) CBC may, in its sole discretion reasonably exercised, pay any amount or do any act required of Grantor under this Security Agreement or requested by CBC to preserve, defend, protect, maintain, record, or enforce Grantor's obligations contained herein, the Liabilities, the Collateral, or the right, title, and interest granted CBC by this Security Agreement, and that Grantor fails to do or pay, and any such payment will be deemed an advance by CBC to Grantor and will be payable on demand together with interest at the highest rate then payable on the Liabilities.
- (b) Grantor agrees to execute and deliver to CBC three originals of a Special Power of Attorney in substantially the form of Attachment III to this Agreement for the

implementation of the recording, giving of notice, preservation, assignment, sale, or other disposal of the Collateral pursuant to Paragraphs 2(a), 2(b), 5(a) and 7(a).

(c) Grantor hereby grants to CBC and its employees and agents the right to visit Grantor's business facilities at which Grantor designs, manufactures, sells and/or distributes products or provides services, which products or services are sold under or provided in connection with any of the Trademarks, and to inspect such products and the quality control records relating thereto or observe the provision of such services.

6. Litigation and Other Proceedings.

(a) Grantor has the right and, if commercially practical, the obligation to commence and diligently prosecute such suits, proceedings, or other actions for infringement or other damage, or reexamination or reissue proceedings, or opposition or cancellation proceedings as are reasonable to protect any of the Patents, Trademarks, Copyrights, or Trade Secrets. No such suit, proceeding, or other actions may be settled or voluntarily dismissed, nor may any party be released or excused of any claims of or liability for infringement, without the prior written consent of CBC, which consent may not be unreasonably withheld.

(b) Upon the occurrence and during the continuation of an Event of Default, CBC will have the right, but not the obligation, to bring suit or institute proceedings in the name of Grantor or CBC to enforce any rights in the Collateral, including any license thereunder, in which event Grantor will, at the request of CBC, do any and all lawful acts and execute any and all documents required by CBC in aid of such enforcement. If CBC elects not to bring suit to enforce any right under the Collateral, including any license thereunder, Grantor agrees to use all reasonable measures, whether by suit, proceeding, or other action, to prevent the infringement of any right under the Collateral by any Person and for that purpose agrees to diligently maintain any action, suit, or proceeding against any Person so infringing necessary to prevent such infringement.

7. Default and Remedies.

(a) Upon the occurrence of any Event of Default under the terms of the Note, CBC may, at its option, and (except if otherwise specified below) without notice to or demand on Grantor, and in addition to all rights and remedies available to CBC under the Note or the other Ancillary Documents, do any one or more of the following:

(i) upon ten (10) days prior notice to Grantor, direct Grantor not to make any further use of the Patents, Trademarks (or any mark similar thereto), or Copyrights (or any work deriving therefrom), for any purpose;

(ii) at any time and from time to time, upon ten (10) days prior notice to Grantor, license, whether general, special, or otherwise, and whether on an exclusive or nonexclusive basis, any of the Patents, Trademarks, or Copyrights,

throughout the world for such term or terms, on such conditions, and in such manner, as CBC may in its sole discretion determine;

(iii) at any time and from time to time, enforce (and upon notice to Grantor have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of Grantor in, to and under any one or more license agreements with respect to the Collateral (without assuming any obligations or liability thereunder), and take or refrain from taking any action under any thereof;

(iv) at any time and from time to time, upon ten (10) days prior notice to Grantor, assign, sell, or otherwise dispose of, the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition that CBC may deem appropriate or proper in its sole discretion; and

(v) in addition to the foregoing, in order to implement the assignment, sale, or other disposal of any of the Collateral pursuant to Paragraph 7(a)(iv) above, CBC may, at any time, pursuant to the authority granted in the Special Power of Attorney executed pursuant to Paragraph 5(b) above, execute and deliver on behalf of Grantor, one or more instruments of assignment of the Patents, Trademarks, or Copyrights (or any application or registration thereof), in form suitable for filing, recording, or registration in any country.

(b) Grantor agrees to pay when due all reasonable costs incurred in any such transfer of the Patents, Trademarks, or Copyrights, including any taxes, fees, and reasonable attorneys' fees and expenses, and all such costs will be added to the Liabilities. CBC may apply the proceeds actually received from any such license, assignment, sale, or other disposition to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all legal, travel, and other expenses that may be incurred by CBC, and then to the Liabilities, in such order as to principal or interest as CBC may desire. Grantor will remain liable and will pay CBC on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Liabilities and the balance of any expenses unpaid. Nothing contained in this Paragraph 7(b) may be construed as requiring CBC to take any such action at any time. In the event of any such license, assignment, sale, or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, Grantor will supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with which the Trademarks, Patents, or Copyrights are used, and its customer lists and other records relating to the Trademarks, Patents, or Copyrights and to the distribution of products or the provisions of services, to CBC or its designee.

8. Indemnification and Release.

(a) Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks, and Copyrights, and Grantor hereby indemnifies CBC and its

directors, officers, employees, agents, and any of its Affiliates (collectively, "**Indemnitees**") against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with any alleged infringement of any patent, trademark, service mark, trade name, trade secret, copyright, or mask work of a third party or alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate of Grantor) in connection with any Patent, Trademark, or Copyright or out of the manufacture, promotion, labeling, sale, or advertisement of any product or service by Grantor (or any Affiliate of Grantor). Grantor agrees that CBC does not assume, nor will CBC have any responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by Grantor, and Grantor hereby indemnifies each Indemnatee against any and all claims by any Person relating thereto.

(b) Grantor hereby indemnifies each Indemnatee against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and expenses) arising out of or in connection with: (i) any claim, suit, or proceeding instituted by or against Grantor; (ii) any action taken or omitted to be taken by CBC pursuant to Paragraph 6(b); or (iii) any action taken or omitted to be taken by CBC pursuant to Paragraph 7(a)(iii) with respect to any license agreement of Grantor; *provided, however*, that Grantor will not be required to indemnify any Indemnatee to the extent the such liability arises from the willful misconduct or gross negligence of such Indemnatee.

(c) Grantor hereby releases each Indemnatee from any claims, causes of action, and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Indemnitees, or any of them, under the powers of attorney granted under the Special Power of Attorney executed pursuant to Paragraph 5(b), other than actions taken or omitted to be taken through the gross negligence or willful misconduct of such Indemnitees.

(d) Grantor agrees to cause CBC to be named as an additional insured with respect to any policy of insurance held by Grantor from time to time covering product liability or intellectual property infringement risk.

9. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions, or other communications to or upon Grantor or CBC under this Security Agreement must be made and will be deemed received in accordance with Section 13.1 of the Note.

(b) Nonwaiver. No failure or delay on CBC's part in exercising any right under this Security Agreement may operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) Amendments and Waivers. Except with respect to action by the CBC pursuant to Paragraph 4(e), this Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Grantor and CBC. Each waiver or consent under any provision hereof will be effective only in the specific instances and for the purpose for which given.

(d) Assignments. This Security Agreement is binding upon and inures to the benefit of CBC and Grantor and their respective successors and assigns; *provided, however*, that Grantor may not sell, assign, or delegate its rights and obligations under this Security Agreement without the prior written consent of CBC. Any sale, assignment, or delegation by Grantor in contravention of the foregoing will be null and void. CBC may sell, assign, and delegate its rights and obligations under this Security Agreement without restriction.

(e) Cumulative Rights, etc. The rights, powers, and remedies of CBC under this Security Agreement are in addition to all rights, powers, and remedies given to CBC by virtue of any applicable law, rule, or regulation of any Governmental Authority, the Note, any other Ancillary Documents or any other agreement, all of which rights, powers, and remedies are cumulative and may be exercised successively or concurrently without impairing CBC's rights under this Security Agreement. Grantor waives any right to require CBC to proceed against any Person or to exhaust any Collateral or to pursue any remedy in CBC's power.

(f) Payments Free of Taxes, Etc. All payments made by Grantor under this Security Agreement must be made by Grantor free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions, and withholdings. In addition, Grantor must pay upon demand any stamp or other taxes, levies, or charges of any jurisdiction with respect to the execution, delivery, registration, performance, and enforcement of this Security Agreement. Upon request by CBC, Grantor will furnish evidence satisfactory to CBC that all requisite authorizations and approvals by, notices to, and filings with governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies, and charges have been paid.

(g) Partial Invalidity. If any time any provision of this Security Agreement is or becomes illegal, invalid, or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity, or enforceability of the remaining provisions of this Security Agreement nor the legality, validity, or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby.

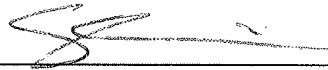
(h) Governing Law. This Security Agreement is governed by and must be construed in accordance with the laws of the State of Washington without reference to conflicts of law principles thereof.

(i) Jury Trial. EACH OF GRANTOR AND CBC HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR

NOTICE: ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE
NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be executed as
of the day and year first written above.

IMPLICIT, LLC

By: 
Name: Edward Balassanian
Its: Manager

CBC PARTNERS I, LLC

By: _____
Name: John Otter
Its: Authorized Manager Representative

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF Washington)
) ss.
COUNTY OF King)

On February 26, 2014, before me,

Jana Schiewe

(Name and Title of Officer)

personally appeared Edward Balassanian the Manager of Implicit, LLC

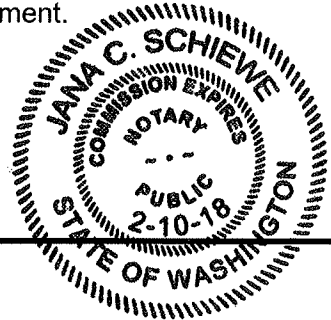
☐ personally known to me

-or-

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jana C. Schiewe
Signature Of Notary



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

Signer is representing:

Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title Or Type Of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

PATENT

REEL: 032372 FRAME: 0327

ATTACHMENT I
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SCHEDULE B TO ATTACHMENT I
TO SECURITY AGREEMENT

PATENTS

U.S. Patents

<u>Title</u>	<u>App. No. / Patent No.</u>	<u>Status</u>
Application server	6324685	Issued 11/27/01
Application server	7774740	Issued 8/10/10
Application server facilitating with client's computer for applets along with various formats	6976248	Issued 12/13/05
Direct manipulation of displayed content	10300244	Filed 11/19/02
Direct manipulation of displayed content	6507349	Issued 1/14/03
Feature manager system for facilitating communication and shared functionality among components	11599785	Filed 11/15/06
Home-to-home delivery of media content via cable	11933147	Filed 10/31/07
Method and system for attribute management in a namespace	10323874	Filed 12/18/02
Method and system for attribute management in a namespace	7778966	Issued 8/17/10
Method and system for data demultiplexing	7711857	Issued 5/4/10
Method and system for data metering	09963780	Filed 9/25/01
Method and system for demultiplexing a first sequence of packet components to identify specific components wherein subsequent components are processed without re-identifying components	6629163	Issued 9/30/03
Method and system for dynamic delivery of beads	10039239	Filed 1/4/02
Method and system for dynamic delivery of beads	6907446	Issued 6/14/05
Method and system for generating a mapping between types of data	7730211	Issued 6/1/10

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<u>Title</u>	<u>App. No. / Patent No.</u>	<u>Status</u>
Method and system for synchronization of content rendering	7391791	Issued 6/24/08
Method and system synchronization of content rendering	13850260	Filed 3/25/13
System and method for media routing	10852308	Filed 5/24/04
Universal media bar for controlling different types of media	10039243	Filed 1/4/02
Universal media bar for controlling different types of media	12504579	Filed 7/16/09

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