

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2849825

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	NIXON, INC.	04/23/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	HSBC BANK USA, N.A., AS AGENT	
<b>Street Address:</b>	452 FIFTH AVENUE	
<b>City:</b>	NEW YORK	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	10018	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	29471169	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Email:</b>	patent@buchalter.com	
<b>Correspondent Name:</b>	LISA LEVINSON C/O BUCHALTER NEMER	
<b>Address Line 1:</b>	1000 WILSHIRE BLVD., SUITE 1500	
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<b>ATTORNEY DOCKET NUMBER:</b>	H7188-0005	
<b>NAME OF SUBMITTER:</b>	LISA LEVINSON	
<b>SIGNATURE:</b>	/II/	
<b>DATE SIGNED:</b>	05/09/2014	
<b>Total Attachments: 4</b>		
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source=Patent Security Agreement (4-23-2014)#page4.tif		

## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "Patent Security Agreement"), dated as of April 23, 2014 by Nixon, Inc. (the "Pledgor"), in favor of HSBC Bank USA, N.A., in its capacity as Administrative Agent (the "Agent") pursuant to the Loan, Guaranty and Security Agreement (the "Agreement") dated as of April 16, 2012.

### W I T N E S S E T H:

WHEREAS, the Pledgor is party to the Agreement in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the ratable benefit of the Secured Parties, to enter into the Agreement, the Pledgor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Agreement and used herein have the meaning given to them in the Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following pledged Collateral of the Pledgor (collectively, the "Patent Collateral"):

- (a) Patents of the Pledgor listed on Schedule 1 attached hereto; and
- (b) all proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Agreement, the provisions of the Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Obligations, upon written request of the Borrower, the Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Intercreditor Agreement. The priority of the Lien granted to the Agent under this Patent Security Agreement and the exercise of the rights and remedies of the Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

NIXON, INC.,  
as Pledgor

By: N. T. L  
Name: NICK STOWE  
Title: CEO

Accepted and Agreed:

**HSBC BANK USA, N.A.,**  
as Administrative Agent

By: 

Name: Janice S. Ahn

Title: Vice President

Patent Security Agreement

**PATENT**  
**REEL: 032863 FRAME: 0538**

**Schedule 1**

Patent Applications:

OWNER	APPLICATION NUMBER	TITLE
Nixon, Inc.	29/471169	SMALL TIME TELLER