

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2897298

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BLUE PILLAR, INC.	06/10/2014
RECEIVING PARTY DATA	
Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8359248
Patent Number:	7548826
Patent Number:	7974809
Application Number:	13691366
Application Number:	13691370
Application Number:	13691374
Application Number:	13691376
CORRESPONDENCE DATA	
Fax Number:	(858)638-5130
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-677-1400
Email:	susan.reynholds@dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	355157-220
NAME OF SUBMITTER:	TROY ZANDER
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	06/13/2014
Total Attachments: 7	

PATENT

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 10, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and BLUE PILLAR, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of March 19, 2013 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition

to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BLUE PILLAR, INC.

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Thomas J. Willie III

Name: Thomas J. Willie III

Title: Chief Executive Officer

By: _____

Name: _____

Title: _____

Address for Notices:

BLUE PILLAR, INC.

9025 North River Road, Suite 150

Indianapolis, IN 46240

Attn: Tom Willie

FAX: (317) 663-2218

Address for Notices:

Attn: Mike Field

55 Almaden Boulevard, Suite 100

San Jose, California 95113

Tel: (408) 556-6501

Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BLUE PILLAR, INC.

By: _____

Name: Thomas J. Willie III

Title: Chief Executive Officer

Address for Notices:
BLUE PILLAR, INC.
9025 North River Road, Suite 150
Indianapolis, IN 46240
Attn: Tom Willie
FAX: (317) 663-2218

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Blake Reid

Title: Vice President

Address for Notices:
Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☒

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist ☐

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
AVISE INSITE	86253742	N/A		4/16/14
AVISE FORESITE	86253741	N/A		4/16/14
DEPMS	77425085	3732090		3/18/08
AVISE	77422753	3640781		3/14/08
Design	77417030	3605174		3/9/08
BLUE PILLAR	77416963	3605173		3/8/08
KNOW.	77416945	3605172		3/8/08
AURORA	77416939	3716091		3/8/08

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issued or Published</u>	<u>Issue Date:</u>
Systems, methods and devices for managing emergency power supply systems	8359248		Issued	1/22/13
Power monitoring and testing	7548826		Issued	6/16/09
Power monitoring and testing	7974809		Issued	7/5/11
System and methods for managing emergency power supply system operational information	N/A	13691366	Published	
System and methods projection available runtimes of emergency power supply systems	N/A	13691370	Published	
System and methods providing predictive analyses of events relating to emergency power supply systems	N/A	13691374	Published	
System and methods for testing emergency power supply systems	N/A	13691376	Published	