

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3237092

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
SHAPE ACQUISITION, LLC	02/23/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CAPSTAR BANK
<b>Street Address:</b>	201 4TH AVENUE NORTH, SUITE 950
<b>City:</b>	NASHVILLE
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37219
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5939838
<b>Patent Number:</b>	6426610
<b>Patent Number:</b>	5886507
<b>Patent Number:</b>	6782513
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(615)742-4539
<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>	
<b>Phone:</b>	615-742-4200
<b>Email:</b>	aedge@sherrardroe.com
<b>Correspondent Name:</b>	SHERRARD & ROE, PLC (MDR)
<b>Address Line 1:</b>	150 3RD AVENUE SOUTH, SUITE 1100
<b>Address Line 4:</b>	NASHVILLE, TENNESSEE 37201
<b>ATTORNEY DOCKET NUMBER:</b>	8152-85
<b>NAME OF SUBMITTER:</b>	CAPSTAR BANK
<b>SIGNATURE:</b>	/Capstar Bank/
<b>DATE SIGNED:</b>	02/23/2015
<b>Total Attachments: 6</b>	
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**PATENT**

**REEL: 035007 FRAME: 0369**

## COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT

This COPYRIGHT, TRADEMARK AND PATENT SECURITY AGREEMENT (this "**Agreement**"), dated as of February 23, 2015, is made by SHAPE ACQUISITION, LLC, a Delaware limited liability company (the "**Grantor**"), in favor of CAPSTAR BANK (the "**Lender**").

### Recitals:

The Grantor and the Lenders have entered into a Loan and Security Agreement dated the same date as this Agreement (as amended from time to time, the "**Loan Agreement**"). Under the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Lender as follows:

1. Grant of Security.

(a) Patents. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Patent Collateral**"):

(i) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no

obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(b) Trademarks. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Trademark Collateral**");

(i) the trademarks and trademark applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Trademarks**");

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(c) Copyrights. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**Copyright Collateral**");

(i) the copyrights and copyright applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Copyrights**");

(ii) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(iii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(iv) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes any government officials to record and register this Agreement upon request by the Lender.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral, the Patent Collateral and the Copyright Collateral are as provided by the Loan Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SHAPE ACQUISITION, LLC

By: SR

Title: SVP

AGREED TO AND ACCEPTED:

CAPSTAR BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SHAPE ACQUISITION, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

CAPSTAR BANK

By: Brad Sher

Title: SVP

## **SCHEDULE 1**

### **Patents**

United States Patent Number 5,886,507 dated March 23, 1999  
United States Patent Number 5,939,838 dated August 17, 1999  
United States Patent Number US 6,426,610 B1 dated July 30, 2002  
United States Patent Number 6,782,513 dated August 24, 2004

### **TRADEMARKS**

The mark SHAPE and variants, including but not limited to SHAPE LLC and SHAPELLC, which are unregistered.

### **Copyright**

**Type of Work:** Text

**Registration Number / Date:** TX0005759042 / 2003-04-22

**Title:** Ferroresonant transformers.

**Description:** 1 v.

**Copyright Claimant:** Shape LLC (employer for hire Raymond G. Janik)

**Date of Creation:** 2002

**Date of Publication:** 2002-10-20

**Names:** Janik, Raymond G.

Shape LLC