

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3265365

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
MISELU INC.		03/10/2015
RECEIVING PARTY DATA		
Name:	INNOVATION NETWORK CORPORATION OF JAPAN, AS COLLATERAL AGENT	
Street Address:	21ST FLOOR, MARUNOUCHI EIRAKU BUILDING, 1-4-1, MARUNOUCHI, CHIYODA-KU	
City:	TOKYO	
State/Country:	JAPAN	
Postal Code:	100-0005	
PROPERTY NUMBERS Total: 37		
Property Type	Number	
Patent Number:	8467402	
Patent Number:	8962967	
Patent Number:	8912420	
Application Number:	13923084	
Application Number:	61095755	
Application Number:	13791335	
Application Number:	61609196	
Application Number:	13756373	
Application Number:	13840222	
Application Number:	13840837	
Application Number:	13748421	
Application Number:	13841024	
Application Number:	13842653	
Application Number:	14321693	
Application Number:	61841783	
Application Number:	13842690	
Application Number:	13841249	
Application Number:	13794670	
Application Number:	13842753	

PATENT

Property Type	Number
Application Number:	14326411
Application Number:	61844325
Application Number:	14326416
Application Number:	61844338
Application Number:	14326421
Application Number:	61844378
Application Number:	14070557
Application Number:	14070559
PCT Number:	US2014013196
PCT Number:	US2014030785
PCT Number:	US2014030786
PCT Number:	US2014012530
PCT Number:	US2014030787
PCT Number:	US2014030790
PCT Number:	US2014030791
PCT Number:	US2014030794
PCT Number:	US2014046000
PCT Number:	WO2014046005

CORRESPONDENCE DATA

Fax Number: (650)493-6811

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.

Phone: 6504616125

Email: qlu@wsgr.com

Correspondent Name: WSGR, C/O QUI LU, PARALEGAL

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Address Line 2: FH 2-1 P12

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER: 36939.012

NAME OF SUBMITTER: QUI LU

SIGNATURE: /Qui Lu/

DATE SIGNED: 03/13/2015

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of March 10, 2015, is made by MISELU INC., a Delaware corporation (the "**Grantor**") in favor of INNOVATION NETWORK CORPORATION OF JAPAN (the "**Collateral Agent**"), a Japanese corporation, located at 21st Floor, Marunouchi Eiraku Building, 1-4-1, Marunouchi, Chiyoda-ku, Tokyo 100-0005, Japan, as collateral agent for the secured parties under the Note Purchase Agreement referred to below (the "**Secured Parties**").

WHEREAS, the Grantor has entered into a Note Purchase Agreement dated as of March 10, 2015 (the "**Note Purchase Agreement**"), with the investors (the "**Investors**") party thereto.

WHEREAS, as a condition precedent to the purchase of the Notes on the Closing Date and any Additional Closing Date (each as defined in the Note Purchase Agreement) under the Note Purchase Agreement, Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of March 10, 2015, made by and among the Grantor and the Collateral Agent, on behalf of the Investors (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Patent Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties 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**"):

(a) 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**");

(b) 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;

(c) 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

(d) 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.

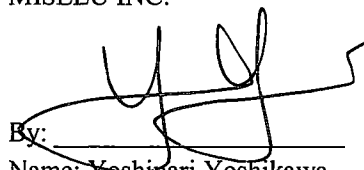
2. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Collateral Agent.

3. Transaction Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.
4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall be deemed to constitute one instrument.
5. Successors and Assigns. This Patent Security 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 Patent Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules.

[SIGNATURE PAGE FOLLOWS]

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

MISELU INC.



By: _____

Name: Yoshinari Yoshikawa

Title: President and Chief Executive
Officer

AGREED TO AND ACCEPTED:

INNOVATION NETWORK
CORPORATION OF JAPAN,

as Collateral Agent

By: _____

Name:

Title:

[Signature page to Patent Security Agreement]

PATENT
REEL: 035165 FRAME: 0543

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


MISELU INC.

By: _____
Name: Yoshinari Yoshikawa
Title: President and Chief Executive
Officer

AGREED TO AND ACCEPTED:

INNOVATION NETWORK
CORPORATION OF JAPAN,

as Collateral Agent

By: 
Name: *Kimikazu Noumi*
Title: *President and Chief Executive Officer*

[Signature page to Patent Security Agreement]

SCHEDULE 1**PATENTS AND PATENT APPLICATIONS**

Owner	Patent	Country	Application No. / Patent No.	Date
Miselu Inc.	DIGITAL AUDIO COMMUNICATION SYSTEM	U.S.	8,467,402	9/10/2009
Miselu Inc.	MUSICAL INSTRUMENT WITH NETWORKING CAPABILITY	U.S.	8,962,967	9/21/2011
Miselu Inc.	ENHANCING MUSIC	U.S.	8,912,420	1/30/2013
Miselu Inc.	DIGITAL AUDIO COMMUNICATION SYSTEM WITH IMPROVED INTERFACE	U.S.	13/923,084	6/20/2013
Miselu Inc.	DIGITAL AUDIO COMMUNICATION SYSTEM	U.S.	61/095,755	9/10/2008
Miselu Inc.	PORTABLE PIANO KEYBOARD COMPUTER	U.S.	13/791,335	3/8/2013
Miselu Inc.	PORTABLE PIANO KEYBOARD COMPUTER	U.S.	61/609,196	3/9/2012
Miselu Inc.	INPUT/OUTPUT VISUALIZATION PANEL	U.S.	13/756,373	1/31/2013
Miselu Inc.	PERSISTENT INSTRUMENT	U.S.	13/840,222	3/15/2013
Miselu Inc.	ENABLING MUSIC LISTENER FEEDBACK	U.S.	13/840,837	3/15/2013

Miselu Inc.	COLLAPSIBLE MUSICAL KEYBOARD	U.S.	13/748,421	1/23/2013
Miselu Inc.	PROVIDING INPUT/OUTPUT MODULES	U.S.	13/841,024	3/15/2013
Miselu Inc.	CONTROLLING MUSIC VARIABLES	U.S.	13/842,653	3/15/2013
Miselu Inc.	MUSICAL INSTRUMENT KEYBOARD INCLUDING KEY ACTION USING MAGNETS	U.S.	14/321,693	7/1/2014
Miselu Inc.	MUSICAL INSTRUMENT KEYBOARD INCLUDING KEY ACTION USING MAGNETS	U.S.	61/841,783	7/1/2013
Miselu Inc.	CONFIGURING DEVICE LAYOUTS	U.S.	13/842,690	3/15/2013
Miselu Inc.	MODIFYING CONTROL RESOLUTION	U.S.	13/841,249	3/15/2013
Miselu Inc.	MULTI-STUDENT TRAINING & VISUALIZATION	U.S.	13/794,670	3/11/2013
Miselu Inc.	KEYBOARD SYSTEM WITH MULTIPLE CAMERAS	U.S.	13/842,753	3/15/2013
Miselu Inc.	POP-UP APPARATUS	U.S.	14/326,411	7/8/2014
Miselu Inc.	POP-UP APPARATUS	U.S.	61/844,325	7/9/2013
Miselu Inc.	MUSIC USER	U.S.	14/326,416	7/8/2014

	INTERFACE			
Miselu Inc.	MUSIC USER INTERFACE	U.S.	61/844,338	7/9/2013
Miselu Inc.	MUSIC USER INTERFACE SENSOR	U.S.	14/326,421	7/8/2014
Miselu Inc.	MUSIC USER INTERFACE SENSOR	U.S.	61/844,378	7/9/2013
Miselu Inc.	SENSING KEY PRESS ACTIVATION	U.S.	14/070,557	11/3/2013
Miselu Inc.	ADAPTER FOR MUSIC DEVICES	U.S.	14/070,559	11/3/2013
Miselu Inc.	INPUT/OUTPUT VISUALIZATION PANEL	U.S.	PCT/US2014/013196	1/31/2013
Miselu Inc.	PERSISTENT INSTRUMENT CONFIGURED TO REMIND A USER THAT A PRACTICE SESSION IS SCHEDULED	U.S.	PCT/US2014/030785	3/15/2013
Miselu Inc.	ENABLING MUSIC LISTENER FEEDBACK	U.S.	PCT/US2014/030786	3/15/2013
Miselu Inc.	COLLAPSIBLE MUSICAL KEYBOARD	U.S.	PCT/US2014/012530	1/23/2013
Miselu Inc.	PROVIDING INPUT/OUTPUT MODULES	U.S.	PCT/US2014/030787	3/15/2013
Miselu Inc.	CONTROLLING MUSIC VARIABLES	U.S.	PCT/US2014/030790	3/15/2013
Miselu Inc.	CONFIGURING DEVICE LAYOUTS	U.S.	PCT/US2014/030791	3/15/2013
Miselu Inc.	MODIFYING	U.S.	PCT/US2014/030794	3/15/2013

	CONTROL RESOLUTION			
Miselu Inc.	POP-UP APPARATUS	U.S.	PCT/US2014/046000	7/9/2013
Miselu Inc.	MUSIC USER INTERFACE	U.S.	PCT/WO2014/046005	7/9/2013