

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3394712

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Execution Date
INCIPIO TECHNOLOGIES, INC.	06/04/2015

**RECEIVING PARTY DATA**

<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	311 SOUTH WACKER DRIVE, SUITE 6400
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**PROPERTY NUMBERS Total: 35**

Property Type	Number
Application Number:	29512714
Application Number:	14582886
Application Number:	14585148
Application Number:	14582146
Application Number:	14586760
Application Number:	14587543
Application Number:	14588876
Application Number:	62099430
Application Number:	62100046
Application Number:	62100059
Application Number:	14590945
Application Number:	14590975
Application Number:	62131185
Application Number:	62129756
Application Number:	62134560
Application Number:	62119079
Application Number:	14213581
Application Number:	29527907
Application Number:	29527913
PCT Number:	US2011035310

**PATENT**

Property Type	Number
Application Number:	13027740
Application Number:	14056433
Application Number:	14474586
Application Number:	14474688
Application Number:	29445839
Application Number:	29445838
Application Number:	61844929
Application Number:	61879408
PCT Number:	US2014046329
Application Number:	14329248
Application Number:	29467368
Application Number:	29467366
Application Number:	29493070
Application Number:	29493073
Application Number:	62098730

**CORRESPONDENCE DATA**

**Fax Number:** (212)755-7306

*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:** 212.326.3939

**Email:** NYTEF@JONESDAY.COM

**Correspondent Name:** NATHAN J. HOEPPNER

**Address Line 1:** 222 EAST 41ST STREET

**Address Line 4:** NEW YORK, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	035613-600006
<b>NAME OF SUBMITTER:</b>	NATHAN J. HOEPPNER
<b>SIGNATURE:</b>	/Nathan J. Hoepfner/
<b>DATE SIGNED:</b>	06/12/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 6**

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- source=INCIPIO PATENT SECURITY AGREEMENT#page4.tif
- source=INCIPIO PATENT SECURITY AGREEMENT#page5.tif
- source=INCIPIO PATENT SECURITY AGREEMENT#page6.tif

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of June 4, 2015, is made by INCIPIO TECHNOLOGIES, INC., a California corporation (together with its successors and assigns, the "Grantor") and MONROE CAPITAL MANAGEMENT ADVISORS LLC, as administrative agent ("Administrative Agent"), for the benefit of the Lenders (as defined in the Credit Agreement referred to below):

### RECITALS:

WHEREAS, Grantor is a party to that certain Credit Agreement dated as of December 26, 2014, as amended by that certain First Amendment to Credit Agreement dated as of February 18, 2015 and that certain Second Amendment and Consent to Credit Agreement dated as of June 4, 2015 (including all annexes, exhibits and schedules thereto, and as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among the Grantor, the other grantors named therein, the financial institutions from time to time party thereto (collectively, the "Lenders"), Wells Fargo Bank, National Association, as Revolver Agent, and Administrative Agent, in which the Lenders have agreed to make certain Loans to Borrower.

WHEREAS, pursuant to that certain Guaranty and Collateral Agreement dated as of December 26, 2014 in favor of Administrative Agent (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"), Grantor has granted to Administrative Agent for the ratable benefit of the Lenders a continuing security interest in all of its Collateral (including all right, title and interest of Grantor in, to and under the patent Collateral described below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, in consideration of the premises and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor (intending to be legally bound) hereby agrees as follows:

1. Defined Terms. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement; provided, however, that the following terms shall have the meanings given them in the Guaranty and Collateral Agreement: "Company Obligations," "Guarantor Obligations" and "Proceeds."

2. Grant of Security Interest. As collateral security for the prompt and complete payment when due (whether at the stated maturity, by acceleration or otherwise) of the Company Obligations and the Guarantor Obligations, Grantor hereby pledges and grants to the Administrative Agent, for the ratable benefit of the Agents, the Lenders and the Bank Product Providers and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all right, title and interest of Grantor in and to certain Collateral, whether now existing or hereafter acquired, which includes the following:

(i) all letters patent to which Grantor now or hereafter has title, as well as any application for letters patent now or hereafter owned by Grantor including, without limitation, any such patent or application in the United States Patent and Trademark Office (including, without limitation, those patents and patent applications listed on Exhibit A to this Agreement);

(ii) all reissues, divisions, continuations, continuations-in-part, and extensions of any of the foregoing;

(iii) all rights to sue for past, present or future infringements of any of the foregoing;  
and

(iv) all Proceeds of any and all of the foregoing.

3. Reference to Separate Agreements. This Agreement has been entered into by Grantor and the Administrative Agent primarily for recording purposes. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent (or, if and as applicable, Lenders) under and pursuant to the Credit Agreement (or the Guaranty and Collateral Agreement identified therein) but rather is intended to facilitate the exercise of such rights and remedies. Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the Credit Agreement (and the Guaranty and Collateral Agreement), all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Credit Agreement, the terms and provisions of the Credit Agreement shall govern.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

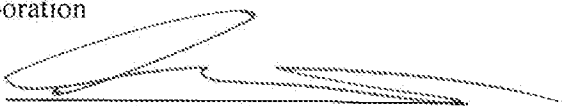
5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the undersigned has duly executed this Patent Security Agreement as of the date first written above.

**GRANTOR:**

**INCIPIO TECHNOLOGIES, INC.**, a California corporation

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Patent Security Agreement]

**AGREED AND ACCEPTED:**

this \_\_\_\_ day of June, 2015

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,**

as Administrative Agent

By: 

Name: Nathan Harell

Title: Vice President

[Signature Page to Patent Security Agreement]

**PATENT**  
**REEL: 035896 FRAME: 0520**

EXHIBIT A

PATENTS & PATENT APPLICATIONS:

<u>Patent No. / Publication No.</u>	<u>Title</u>	<u>Issue / Publication Date</u>	<u>Application No.</u>	<u>Application Date</u>
	Wireless Visual Notification Device for Mobile Device		29/512,714	12/22/2014
	Co-Molded Multilayered Protective Case for Mobile Device		14/582,886	12/24/2014
	Protective Case for Mobile Device with Displaced Camera Control		14/585,148	12/29/2014
	Battery Case for Mobile Device		14/582,146	12/23/2014
	Protective Case with Keyboard for Portable Electronic Device		14/586,760	12/30/2014
	Protective Case for Mobile Device with Auxiliary Battery and Power Control		14/587,543	12/31/2014
	Protective Case with Multi-Mode Rotatable Magnetic Positioning and Closures		14/588,876	1/2/2015
	Light Bulb Adapter		62/099,430	1/2/2015
	Protective Case for Mobile Device		62/100,046	1/5/2015
	Protective Case Having Modular Components		62/100,059	1/5/2015
	Protective Case for Mobile Device with Integrated Latch		14/590,945	1/6/2015
	Protective Case with Multi-Mode Rotatable Magnetic Positioning and Closure System		14/590,975	1/6/2015
	Protective Cover for Mobile Device Having Stand Extending from Internal Surface		62/131,185	3/10/2015
	Co-Molded Multilayered Protective Case for Mobile Device		62/129,756	3/6/2015
	Protective Cover for Mobile Device Having Stand Extending from Internal Surface		62/134,560	3/17/2015
	Case for Mobile Device		62/119,079	2/10/2015
20140262934	Case	9/18/2014	14/213,581	3/14/2014
	Case		29/527,907	05/22/2015
	Wireless Visual Notification Device for Mobile Device		29/527,913	05/22/2015
WO 2011/140311	Electronic Device for Case and Method of Use	11/10/2011	PCT/US2011/035310	5/5/2011
8,573,394	Electronic Device for Case and Method of Use	11/05/2013	13/027,740	02/15/2011
20140033513	Electronic Device for Case and Method of Use	02/06/2014	14/056,433	10/17/2013
20140368985	Electronic Device for Case and Method of Use	12/18/2014	14/474,586	09/02/2014
20140368984	Electronic Device for Case and Method of Use	12/18/2014	14/474,688	09/02/2014

102630310 (China)	Electronic Device for Case and Method of Use	08/08/2012	201180004341 (China)	05/05/2011
D722602	Tablet Device Case	02/17/2015	29/445,839	02/18/2013
D722057	Tablet Device Case	02/03/2015	29/445,838	02/18/2013
	Apparatus and Method for Controller Accessory		61/844,929	07/11/2013
	Apparatus and Method for Controller Accessory		61/879,408	09/18/2013
WO/2015/006680	Apparatus and Method for Controller Accessory		PCT/US2014/046329	07/11/2014
20150018101	Apparatus and Method for Controller Accessory	01/15/2015	14/329,248	07/11/2014
	Control Device		29/467,368	09/18/2013
D723032	Control and Tablet Device	02/24/2015	29/467,366	09/18/2013
	Device Case (iPad Air)		29/493,070	06/05/2014
	Device Case (iPad Air)		201430502613.6 (China)	12/05/2014
	Device Case (iPad Mini)		29/493,073	06/05/2014
	Device Case		62/098,730	12/30/2014