

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3642012

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
TALON INNOVATIONS CORPORATION	12/02/2015
RECEIVING PARTY DATA	
Name:	EAST WEST BANK
Street Address:	555 MONTGOMERY STREET
Internal Address:	10TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	5713582
Patent Number:	6015152
Patent Number:	6042121
Patent Number:	RE39973
Patent Number:	6951226
Patent Number:	7150475
Patent Number:	7784497
Patent Number:	7789107
Patent Number:	7886770
Patent Number:	7896031
Patent Number:	5735532
Patent Number:	5735533
CORRESPONDENCE DATA	
Fax Number:	(973)295-1360
<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:	9733607900
Email:	LUCASCH@GTLAW.COM
Correspondent Name:	GREENBERG TRAURIG, LLP
Address Line 1:	500 CAMPUS DRIVE, SUITE 400

PATENT

Address Line 4:	FLORHAM PARK, NEW JERSEY 07932
ATTORNEY DOCKET NUMBER:	148986-012700
NAME OF SUBMITTER:	CHRISTINE LUCAS
SIGNATURE:	/Christine Lucas/
DATE SIGNED:	12/03/2015
Total Attachments: 4 source=talon_security-agreement#page1.tif source=talon_security-agreement#page2.tif source=talon_security-agreement#page3.tif source=talon_security-agreement#page4.tif	

PATENT SECURITY AGREEMENT
(Patents and Patent Applications)

This PATENT SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Patent Security Agreement*" dated December 2, 2015, is made by **TALON INNOVATIONS CORPORATION**, a Minnesota corporation (the "*Grantor*"), in favor of EAST WEST BANK (the "*Lender*"), a California bank located at 555 Montgomery Street, 10th Floor, San Francisco, California 94111.

WHEREAS, the Grantor and the Lender are party to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement of even date herewith to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto, together with any patents issued pursuant thereto;
- (ii) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security Obligations. The grant of a security interest in, the Collateral by the Grantor under this Patent Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.


SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this Patent Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. The Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

TALON INNOVATIONS CORPORATION

By: 
Name: Gregory J. Olson
Title: CEO

[Signature Page to Patent Security Agreement]

Schedule A
to
Patent Security Agreement

PATENTS AND PATENT APPLICATIONS

Number	Foreign Counterparts	Country	Status	Issue Date	Assignee
US 5713582		USA	Granted - Active	02/03/1998	Talon Innovations Corporation
US 6015152		USA	Granted - Active	01/18/2000	Talon Innovations Corporation
US 6042121		USA	Granted - Active	03/28/2000	Talon Innovations Corporation
US RE39973		USA	Granted - Active	1/1/2008	Talon Innovations Corporation ¹
US 6951226		USA	Granted - Active	10/04/2005	Talon Innovations Corporation
US 7150475		USA	Granted - Active	12/19/2006	Talon Innovations Corporation
US 7784497		USA	Granted - Active	08/31/2010	Talon Innovations Corporation
US 7789107		USA	Granted - Active	09/07/2010	Talon Innovations Corporation
US 7886770		USA	Granted - Active	02/15/2011	Talon Innovations Corporation
US 7896031		USA	Granted - Active	03/01/2011	Talon Innovations Corporation
US 5735532		USA	Granted - Active	04/07/1998	Talon Innovations Corporation
US 5735533		USA	Granted - Active	04/07/1998	Talon Innovations Corporation

¹ The assignments from PerkinElmer, Inc. to Eaton Corporation and Eaton Corporation to Talon Innovations Corporation were filed with the U.S. Patent and Trademark Office on November 24, 2015