

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3651045

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	EAGLE HARBOR HOLDINGS, LLC	11/15/2010
RECEIVING PARTY DATA		
Name:	NORTHWATER INTELLECTUAL PROPERTY FUND L.P. 2	
Street Address:	C/O THE CORPORATION SERVICE COMPANY, 2711 CENTERVILLE ROAD	
Internal Address:	SUITE 400	
City:	WILMINGTON, NEW CASTLE	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 32		
Property Type	Number	
Patent Number:	8020028	
Patent Number:	8006118	
Patent Number:	8006119	
Patent Number:	8006117	
Patent Number:	8375243	
Application Number:	13687417	
Patent Number:	8630196	
Patent Number:	8165057	
Patent Number:	8346186	
Application Number:	13427742	
Application Number:	13429144	
Application Number:	13430368	
Application Number:	13431835	
Patent Number:	8386113	
Patent Number:	8380383	
Application Number:	14255435	
Patent Number:	8331279	
Patent Number:	8744672	
Patent Number:	8364335	

PATENT

Property Type	Number
Patent Number:	8953816
Application Number:	13246405
Patent Number:	8751712
Application Number:	13253284
Patent Number:	8762610
PCT Number:	US2002020402
Patent Number:	6615137
Patent Number:	6792351
Application Number:	10224306
Application Number:	10426244
Application Number:	13868843
Application Number:	13713425
PCT Number:	US2002020403

CORRESPONDENCE DATA

Fax Number: (416)216-3930

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: 514-847-4243

Email: dockettor@nortonrosefulbright.com

Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP

Address Line 1: 1, PLACE VILLE MARIE

Address Line 2: SUITE 2500

Address Line 4: MONTREAL, CANADA H3B 1R1

ATTORNEY DOCKET NUMBER:	01022408-0018
NAME OF SUBMITTER:	CHRISTOPHER N. HUNTER
SIGNATURE:	/Christopher N. Hunter/
DATE SIGNED:	12/09/2015

Total Attachments: 7

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") dated as of the 15th day of November, 2010 is made between Eagle Harbor Holdings, LLC a limited liability company incorporated under the laws of the State of Washington (the "Grantor") and NORTHWATER INTELLECTUAL PROPERTY FUND L.P. 2 (the "Secured Party").

WITNESSETH

WHEREAS pursuant to a Guaranty dated as of the date hereof (the "Guaranty"), the Grantor guaranteed the obligations of MediusTech LLC (the "Borrower"), as borrower, under that certain Credit Agreement between the Guarantor, the Borrower and the Secured Party and dated as of the date hereof (the "Obligations");

AND WHEREAS in connection with the Guaranty, the Grantor is granting a security interest over certain of its intellectual property in favour of the Secured Party in accordance with this Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the Secured Party hereby agree as follows:

1. **Definitions; Interpretation.**

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain credit agreement, dated as of the date hereof, between Grantor and the Secured Party.

"PTO" means the United States Patent and Trademark Office.

"U.C.C." means the Uniform Commercial Code as in effect in the State of Washington.

(c) Terms Defined in U.C.C. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the U.C.C.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv)

"all" includes "any" and "any" includes "all". To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

2. Security Interest.

- (a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby pledges, assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):
- (i) all United States patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing (collectively, the "**Patents**") relating to the Automotive Infotainment, including, without limitation, the patents and applications referred to in Schedule A hereto, as such schedule may be amended or supplemented from time to time, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
 - (ii) all agreements providing for the granting of any right in or to the Patents (whether Grantor is licensee or licensor thereunder) including agreements relating to any of the foregoing and all income and royalties with respect to any licenses;
 - (iii) all general intangibles, goodwill and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and
 - (iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under issuance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reasons of loss or damage to or otherwise with respect to the foregoing Collateral.
- (b) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 10.

3. Supplement to Credit Agreement.

This Agreement has been granted in conjunction with the security interests granted to Secured Party under the Credit Agreement or other security documents referred to therein. The

rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference as if fully set forth herein.

4. Representations and Warranties.

Grantor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Grantor in respect of Automotive Infotainment, in whole or in part, is set forth in Schedule A.

5. Further Acts.

On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Secured Party to file financing statements describing the Collateral in any U.C.C. filing office deemed appropriate by Secured Party.

6. Authorization to Supplement.

If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent in respect of Automotive Infotainment, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Secured Party and their respective successors and assigns. Grantor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of Washington, except as required by mandatory provisions of law or to the extent the

validity, perfection, or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Washington.

9. Entire Agreement; Amendment.

This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

10. Termination.

Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantor's expense) shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of all such security interests given by Grantor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

11. No Inconsistent Requirements.

Grantor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

12. Severability.


If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

13. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

EAGLE HARBOR HOLDINGS, LLC

Per: 
Name: DAN A. PRESTON
Title: CEO

NORTHWATER INTELLECTUAL
PROPERTY FUND L.P. 2

Per: _____
Name: _____
Title: _____

Signature Page to Patent Security Agreement

SCHEDULE A

Grantor: Eagle Harbor Holdings, LLC

ISSUED PATENTS:

7,178,049	Method for multi-tasking multiple Java virtual machines in a secure environment
7,146,260	Method and apparatus for dynamic configuration of multiprocessor system
6,778,073	Method and apparatus for managing audio devices
6,629,033	Open communication system for real-time multiprocessor applications
7,778,739	Method and apparatus for dynamic configuration of multiprocessor system
7,793,136	Application management system with configurable software applications

PATENT APPLICATIONS:

12/258,234	Method and apparatus for dynamic configuration of multiprocessor system
12/258,215	Method and apparatus for dynamic configuration of multiprocessor system
12/483,214	Method and apparatus for dynamic configuration of multiprocessor system
12/775,991	System and method for restricting access to vehicle software systems

Amendment to Schedule A

8,020,028
8,006,118
8,006,119
8,006,117
8,375,243
13/687,417
8,630,196
8,165,057
8,346,186
13/427,742
13/429,144
13/430,368
13/431,835
8,386,113
8,380,383
14/255,435
8,331,279
8,744,672
8,364,335
8,953,816
13/246,405
8,751,712
13/253,284
8,762,610
PCT/US02/20402
6,615,137
6,792,351
10/224,306
10/426,244
13/868,843
13/713,425
PCT/US2002/020403