PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3785725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ARC DEVICES LTD	02/24/2016

RECEIVING PARTY DATA

Name:	CROSSROADS FINANCIAL GROUP, LLC
Street Address:	200 S. COLLEGE STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28202

PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	8950935
Patent Number:	D723951
Patent Number:	D738757
Patent Number:	D723952

CORRESPONDENCE DATA

Fax Number: (561)892-0458

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: 5613954141
Email: gmk@krasnalaw.com
Correspondent Name: GARY KRASNA
Address Line 1: 1900 NW CORPORATE BLVD
Address Line 4: BOCA RATON, FLORIDA 33431

NAME OF SUBMITTER:	GARY M. KRASNA
SIGNATURE:	/gmk/
DATE SIGNED:	03/16/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 10
source=ARC USA (Ireland) IP Agreement#page1.tif
source=ARC USA (Ireland) IP Agreement#page2.tif
source=ARC USA (Ireland) IP Agreement#page3.tif

source=ARC USA (Ireland) IP Agreement#page4.tif
source=ARC USA (Ireland) IP Agreement#page5.tif
source=ARC USA (Ireland) IP Agreement#page6.tif
source=ARC USA (Ireland) IP Agreement#page7.tif
source=ARC USA (Ireland) IP Agreement#page8.tif
source=ARC USA (Ireland) IP Agreement#page9.tif
source=ARC USA (Ireland) IP Agreement#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of February 24, 2016, by and between ARC DEVICES LTD, an Ireland entity (the "Grantor"), and **Crossroads Financial Group, LLC**, a North Carolina limited liability company (the "Secured Party").

RECITALS

A. Secured Party has extended certain financing to the wholly owned subsidiary of the Grantor, Arc Devices USA, Inc. (the "Borrower") and Secured Party has extended certain financing to the Borrower pursuant to the terms of that certain Loan and Security Agreement dated of even date herewith, between Secured Party and Borrower (the "Loan Agreement").

B. Grantor has guaranteed all Obligations of Borrower to Secured Party under the Loan Agreement pursuant to the terms of "Guarantee and Security Agreement" dated of even date herewith between Secured Party and Grantor (the "Guaranty").

C. In order to induce Secured Party to enter into the Loan Agreement and extend financing to Borrower, Grantor has agreed to grant a security interest in certain intangible property owned by Grantor to Secured Party for purposes of securing the guaranty of Obligations of Borrower to Secured Party. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same patent applications and like protections including without limitation improvements,

1476456v2
BN 9930670v2

divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications used in or developed for the InstaTemp® including but not limited to the infrared digital sensor technology ("Thermometers") as set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(i) All General Intangibles relating to the Thermometers;

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests, if necessary, that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is the sole owner of the Intellectual Property Collateral;

(b) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(d) Each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly give Secured Party written notice of any applications or registrations of any additional intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any.

(f) As it pertains to Thermometers, Grantor shall (i) give Secured Party not less than one (1) day written notice after the filing of any applications or registrations of any additional intellectual property rights with the United States Copyright Office, including the serial number of such intellectual property rights to be registered, as such serial number will appear on such applications or registrations, and the date such applications or registrations were filed, and (ii) provide to Secured Party not less than seven (7) days after written request executed documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall not less than one (1) day provide Secured Party with a copy of such applications or registrations, without the exhibits, if any, thereto, evidence of the filing of any documents requested by Secured Party for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and the date of such filing.

(g) Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Intellectual Property Collateral. Grantor shall provide to Secured Party any information with respect thereto reasonably requested by Secured Party. Secured Party shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Secured Party of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the Patents, Copyrights or Trademarks, its right to apply for the same, or its right to keep and maintain such copyright, patent, service mark or trademark rights.

(h) Grantor shall promptly advise Secured Party of any material change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in Exhibits A, B and C to this Agreement;

(i) Grantor shall promptly execute, deliver or file such additional instruments and documents and take such further actions as Secured Party may reasonably request from time to time to perfect, continue the perfection or maintain the priority of Secured Party's security interest in the Intellectual Property Collateral;

(j) This Agreement creates in favor of Secured Party, and in the case of after acquired Intellectual Property Collateral, at the time Grantor first has rights in such after acquired Intellectual Property Collateral this Agreement will create in favor of Secured Party, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement and Guaranty;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent. Grantor has not and will not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way limit the creation of a security interest in Grantor's property, including the Intellectual Property Collateral;

(m) Grantor has used and will continue to use any legally required statutory notice in connection with its use of each of its material Copyrights, Patents and Trademarks; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Grantor to dispose of any Intellectual Property Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Further Assurances; Attorney-in-Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Secured Party or a third party to the extent permitted under the UCC.

5. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Agreement or Guaranty, any other agreement between Borrower or Grantor and Secured Party; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All such legal fees shall be based upon the usual and customary rates for services actually rendered and not upon any fixed percentage of the outstanding balance hereunder. All of Secured Party's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Notices. All notices, demands and other communications which are required to be given, served or sent pursuant to this Agreement will be in writing and will be delivered personally, by facsimile, or sent by air courier or first class certified or registered mail, return receipt requested and postage prepaid to the addresses listed on the signature page hereto.

8. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

11. Choice of Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of North Carolina, without regard for choice of law provisions.

[Balance of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

ARC DEVICES LTD, an Ireland entity

By: ______________________________
Name: Irwin Lee Gross
Title: Irwin Lee Gross
Address: 1200 N. Ocean Blvd
Boca Raton, FL 33432

SECURED PARTY:

Crossroads Financial Group, LLC, a North Carolina limited liability company

By: ______________________________
Name: James S. Rothman
Title: President

Address:
200 S. College Street, Suite #1400
Charlotte, NC 28202

EXHIBIT A

Copyrights

Description	Registration Number/ Registration Date	Application Number/ Date Filed
None	None	None

EXHIBIT B

Patents

Title	US Patent Number/ Registration Date
Thermometer having a digital infrared sensor	8950935 FEB 10, 2015

Title	US Patent Number/ Registration Date
Non-touch thermometer	D738757 SEPT 15, 2015

Title	US Patent Number/ Registration Date
Ergonomic non-touch thermometer	D723951 March 10, 2015

Title	US Patent Number/ Registration Date
Non-touch thermometer having touchpoints	D723,952 March 10, 2015

EXHIBIT C

Trademarks

Description	Registration Number/ Registration Date	Serial Number/ Date Filed
InstaTemp		86524930/ 02/04/15

Description	Registration Number/ Registration Date	Serial Number/ Date Filed
InstaTemp MD		86524935 02/04/15