

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4146154

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	IUNU, LLC.	05/12/2016
RECEIVING PARTY DATA		
Name:	THOMAS M. LINDQUIST	
Street Address:	7630 79TH AVENUE SE	
City:	MERCER ISLAND	
State/Country:	WASHINGTON	
Postal Code:	98040	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
PCT Number:	US1524353	
Application Number:	15011436	
Application Number:	15286498	
Application Number:	15271569	
Application Number:	15271630	
Application Number:	15271658	
Application Number:	15271727	
Application Number:	15271749	
CORRESPONDENCE DATA		
Fax Number:	(425)374-0921	
<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:	(425)786-9734	
Email:	docketing@hansantos.com	
Correspondent Name:	HAN SANTOS REICH, PLLC	
Address Line 1:	1411 4TH AVENUE	
Address Line 2:	SUITE 910	
Address Line 4:	SEATTLE, WASHINGTON 98101	
ATTORNEY DOCKET NUMBER:	IN.G0001	
NAME OF SUBMITTER:	VIRGINIA COGGAN	

PATENT

SIGNATURE:	/Virginia Coggan/
DATE SIGNED:	11/16/2016
Total Attachments: 6 source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page1.tif source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page2.tif source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page3.tif source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page4.tif source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page5.tif source=iUNU-Lundquist_IP_Security Agreement_05-12-2016#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** ("**IP Security Agreement**"), dated as of May 12, 2016, is made by and between (a) IUNU, LLC, a Delaware limited liability company (the "**Grantor**") and (b) THOMAS M. LINDQUIST (the "**Grantee**").

WHEREAS, the Grantor has executed a convertible promissory note in favor of the Grantee on dated concurrently herewith; and

WHEREAS, the Grantee desires to obtain and the Grantor desires to grant the Grantee a security interest in, the intellectual property of the Grantor; and

WHEREAS, the Grantee and Grantor have agreed to execute and deliver this IP Security Agreement.

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

1. **Grant of Security**. The Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto now existing or hereinafter developed, and all patents issued to Grantor in the future (the "**Patents**");

(b) any and all of Grantor's trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including without limitation the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) 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

(e) 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, dilution, 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. Security for Payment Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all payment obligations of the Grantor under or in respect of the Convertible Promissory Note. Upon the latest of the payment in full in cash of the payment obligations under the Convertible Promissory Note, the security interest granted hereby shall terminate and all rights to the IP Collateral shall revert to the Grantor.

4. Cancellation of IP Security Agreement. Following the cancellation of the Convertible Promissory Note to which this IP Security Agreement is attached and incorporated by reference, this IP Security Agreement shall simultaneously be deemed cancelled.

5. Incorporation of Convertible Promissory Note and Security Interest Agreement. This IP Security Agreement has been entered into pursuant to and in conjunction with the Convertible Promissory Note entered into between Grantor and Grantee substantially simultaneously with this IP Security Agreement, which is hereby incorporated by reference. The provisions of the Convertible Promissory Note shall supersede and control over any conflicting or inconsistent provision herein.

6. Disclosure of Previous Continuing Security Interest. The Grantor and Grantee acknowledge and agree that the IP Collateral set out in Section 1 of this IP Security Agreement have been previously been encumbered by a perfected, IP Security Agreement, and that subject to applicable laws, this IP Security Agreement shall represent a secondary security interest in the IP Collateral, except those Patents filed following the date of this IP Security Agreement, to which the Grantee shall have a first priority security interest. Grantor shall provide Grantee all requested backup with respect to such prior security agreement as Grantee may request.

7. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9. Governing Law and Jurisdiction. This IP Security Agreement will be deemed to be made in the State of Washington. Any controversy based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Washington, and will be adjudicated in the State of Washington.

10. Cooperation and Perfection. Grantor shall take such actions as Grantee may require the perfect Grantee's security interest. Grantor authorizes Grantee as Grantor's agent to file such statements and take such other actions as Grantee may deem appropriate to perfect its security interest.

11. Warranties. Grantor warrants that (i) there is no currently pending or threatened litigation with respect to the Company or the IP Collateral; (ii) Grantor has full right to enter into this Agreement and the Convertible Note, and entering into this Agreement and the Convertible Note will not violate any other agreement by which the Company is bound; (iii) the company owns or controls via license agreement all material intellectual property used or anticipated to be used in the business of the Company; and (iv) there is no other security interest in the IP Collateral excepts as disclosed herein.

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR:

COMPANY: ILINU, LLC

By: 

Adam Greenberg, CEO

GRANTEE: THOMAS M. LINQUIST

Sign: 

Print Name: THOMAS M. LINQUIST




Title (if Holder is a company): _____

Schedule A
PATENTS AND PATENT APPLICATIONS

Serial No.	Filing Date	Status	Country	Type	Patent Application Title
14/677,910	4/2/2015	Published	US	Non-Provisional	Lighting Fixture With Application Controller
PCT/US15/24353	4/3/2015	Pending	WO	PCT	Lighting Fixture With Application Controller
14/802,928	7/17/2015	Pending	US	Non-Provisional	RFI Shielding For Luminaires Using Reflection Optics
14/843,939	9/2/2015	Pending	US	Non-Provisional	Intelligent Radio-Controlled Plasma Light
62/110,373	1/30/2015	Pending	US	Provisional	Radio-Controlled Lighting Fixture with Integrated Sensors
14/811,815	7/28/2015	Pending	US	Non-Provisional	Plant Production Feedback Control Loop Optimization
62/237,467	10/5/2015	Pending	US	Provisional	Data Driven Indoor Farming Optimization

Schedule B

TRADEMARK REGISTRATIONS AND APPLICATIONS

U.S.P.T.O. Application Serial No.	U.S.P.T.O. Registration No.	Filing Date	Registration Date	Mark
86243341		4/4/2014		IUNU
86243329		4/4/2014		
86976502	4841557	4/4/2014	10/27/2015	IUNU
86976498	483637	4/4/2014	10/20/2015	
86247829		4/9/2014		
86244276		4/7/2014		BETTER THAN THE SUN