

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4245957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PERFORMANCE DESIGNED PRODUCTS LLC	01/13/2017
RECEIVING PARTY DATA	
Name:	EAST WEST BANK
Street Address:	135 N. LOS ROBLES AVENUE, 6TH FLOOR
City:	PASADENA
State/Country:	CALIFORNIA
Postal Code:	91101
PROPERTY NUMBERS Total: 72	
Property Type	Number
Patent Number:	8926432
Patent Number:	8469823
Patent Number:	D583875
Patent Number:	D589567
Patent Number:	D590893
Application Number:	12294880
Patent Number:	6697760
Patent Number:	9468846
Patent Number:	8639471
Patent Number:	8222037
Patent Number:	8568233
Patent Number:	D638478
Patent Number:	D686283
Patent Number:	D688311
Patent Number:	D688312
Patent Number:	D686284
Patent Number:	8821284
Patent Number:	D624080
Patent Number:	D624078
Patent Number:	D624079

Property Type	Number
Patent Number:	D645097
Patent Number:	D638068
Patent Number:	8660815
Patent Number:	8740708
Patent Number:	8868368
Application Number:	12881097
Patent Number:	8654708
Patent Number:	D659178
Patent Number:	D666248
Patent Number:	D666249
Patent Number:	D679658
Patent Number:	D679656
Patent Number:	D679657
Patent Number:	D660296
Patent Number:	8916774
Patent Number:	D665172
Patent Number:	D686160
Patent Number:	D680077
Patent Number:	D686161
Patent Number:	D680079
Patent Number:	D680078
Patent Number:	D672745
Application Number:	13848050
Patent Number:	D666250
Application Number:	13848660
Patent Number:	D686190
Patent Number:	D692061
Patent Number:	9358454
Patent Number:	6241247
Patent Number:	RE39409
Application Number:	15148383
Application Number:	15148412
Application Number:	15174722
Patent Number:	D764564
Patent Number:	6989818
Application Number:	15137846
Application Number:	15137879
Application Number:	15137911

Property Type	Number
Application Number:	62331252
Application Number:	62274580
Application Number:	62274597
Application Number:	29550458
Application Number:	14987525
Application Number:	14995554
Application Number:	29558591
Application Number:	29558590
Application Number:	29562312
Application Number:	29562314
Application Number:	29563678
Application Number:	15156189
Application Number:	15292061
Application Number:	62412520

CORRESPONDENCE DATA

Fax Number: (202)739-3001

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: 2027395866

Email: felicia.gordon@morganlewis.com

Correspondent Name: MORGAN, LEWIS & BOCKIUS LLP

Address Line 1: 1111 PENNSYLVANIA AVENUE, NW

Address Line 4: WASHINGTON, D.C. 20004

NAME OF SUBMITTER:	FELICIA D. GORDON
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SIGNATURE:	/Felicia D. Gordon/
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DATE SIGNED:	01/27/2017
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Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of January 13, 2017, by and among PERFORMANCE DESIGNED PRODUCTS LLC, a California limited liability company (the "Company") and together with any other Person that becomes a Grantor hereunder after the date hereof, each, a "Grantor" and collectively, "Grantors"), and EAST WEST BANK, a California banking corporation (the "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), by and between the Company and the Lender, the Lender has agreed to make certain financial accommodations available to the Company from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, the Company pledged and granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), a security interest in the Patent Collateral (as defined below); and

WHEREAS, pursuant to the Loan Agreement, the Company has agreed to execute and deliver this Patent Security Agreement in order to record the security interest granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) with the United States Patent and Patent Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby pledges, collaterally assigns and grants to the Lender (for the benefit of itself and any affiliate that has provided Bank Products) to secure the prompt and complete payment and performance of the Obligations, a security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

- (a) all of its patents and patent applications listed on Schedule I;
- (b) all reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing;
- (c) all rights to sue for past, present, and future infringements thereof; and
- (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including damages and payments for past and future infringements thereof.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to the Lender or its affiliates, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. LOAN AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to the Lender (for the benefit of itself and any affiliate that has provided Bank Products), pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Patent application or issued Patent or become entitled to the benefit of any Patent application or Patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing Patent or Patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Each Grantor hereby authorizes Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new Patent rights of such Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement is a Loan Document.

7. CHOICE OF LAW. **THIS PATENT SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA.**

8. MISCELLANEOUS. **THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTIONS 11.2 AND 11.3 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

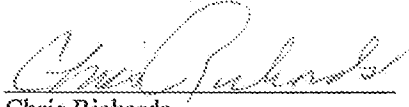
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IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PERFORMANCE DESIGNATED PRODUCTS LLC,
a California limited liability company

By:

Name: 
Chris Richards

Title: Chief Executive Officer

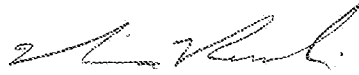
[Signature page to Patent Security Agreement]

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PATENT
REEL: 041517 FRAME: 0481

LENDER:

EAST WEST BANK,
a California banking corporation

By: 
Name: Nima M. Rassouli
Title: Vice President, Asset Based Finance

[Signature page to Patent Security Agreement]

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PATENT
REEL: 041517 FRAME: 0482

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Case Number	Type	Title	App Number	Filing Date	Pat Number	Issue Date	Status
13RZ-129430-US-1	ORD	FEEDBACK CONTROLLER	11/874,662	18-Oct-2007	8,926,432	06-Jan-2015	Granted
13RZ-133587	PRI	METHOD AND APPARATUS FOR GENERATING SPECIAL EFFECTS	12/016,064	17-Jan-2008	8,469,823	25-Jun-2013	Granted
13RZ-135876	DES	VIDEO GAME BASEBALL BAT CONTROLLER	29/306,541	10-Apr-2008	D583,875	30-Dec-2008	Granted
13RZ-136613	DES	VIDEO GAME TENNIS CONTROLLER	29/306,534	10-Apr-2008	D589,567	31-Mar-2009	Granted
13RZ-136614	DES	VIDEO GAME GOLF CONTROLLER	29/306,536	10-Apr-2008	D590,893	21-Apr-2009	Granted
13RZ-140248	PCT	WIRELESS POSITION SENSING IN THREE DIMENSIONS USING ULTRASOUND	12/294,880	28-Mar-2007			Appealed
13RZ-140305	ORD	POSITION TRANSDUCER	09/989,608	20-Nov-2001	6,697,760	24-Feb-2004	Granted
13RZ-145973	PRI	TACTILE FEEDBACK APPARATUS AND METHOD	12/362,804	30-Jan-2009	9,468,846	18-Oct-2016	Granted
13RZ-146011	ORD	WIRELESS POSITION SENSING IN THREE DIMENSIONS USING ULTRASOUND	12/358,006	22-Jan-2009	8,639,471	28-Jan-2014	Granted
13RZ-146877	PRI	LOCAL GAMER NETWORK	12/464,786	12-May-2009	8,222,037	17-Jul-2012	Granted
13RZ-148134	ORD	VIDEO GAME CONTROLLER ATTACHMENT APPARATUS	12/766,666	23-Apr-2010	8,568,233	29-Oct-2013	Granted
13RZ-149047	DES	VIDEO GAME CONTROLLER	29/339,709	06-Jul-2009	D638478	24-May-2011	Granted

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Case Number	Type	Title	App Number	Filing Date	Pat Number	Issue Date	Status
		ACCESSORY					
13RZ-149864	DES	VIDEO GAME CONTROLLER BAT ACCESSORY	29/342,914	02-Sep-2009	D686,283	16-Jul-2013	Granted
13RZ-149865	DES	VIDEO GAME CONTROLLER TENNIS ACCESSORY	29/342,910	02-Sep-2009	D,688,311	20-Aug-2013	Granted
13RZ-149866	DES	VIDEO GAME CONTROLLER GOLF ACCESSORY	29/342,911	02-Sep-2009	D,688,312	20-Aug-2013	Granted
13RZ-149867	DES	VIDEO GAME CONTROLLER SWORD ACCESSORY	29/342,916	02-Sep-2009	D686,284	16-Jul-2013	Granted
13RZ-150880	PRI	ADAPTER APPARATUS FOR A HANDHELD CONTROLLER	12/777,160	10-May-2010	8,821,284	02-Sep-2014	Granted
13RZ-151581	DES	ASYMMETRICAL GAME CONTROLLER	29/354,209	20-Jan-2010	D624080	21-Sep-2010	Granted
13RZ-151894	DES	ASYMMETRICAL GAME CONTROLLER (CONTROLLER III)	29/354,206	20-Jan-2010	D624078	21-Sep-2010	Granted
13RZ-152229	DES	A SYMMETRICAL GAME CONTROLLER	29/354,208	20-Jan-2010	D624079	21-Sep-2010	Granted
13RZ-152230	DES	VIDEO GAME CONTROLLER TABLE TENNIS ACCESSORY	29/357,244	09-Mar-2010	D645,097	13-Sep-2011	Granted
13RZ-153423	DES	VIDEO GAME CONTROLLER TABLE TENNIS ACCESSORY II	29/357,245	09-Mar-2010	D638068	17-May-2011	Granted
13RZ-155368	CON	METHODS AND APPARATUS FOR FILTERING NOISE IN A THREE-DEMENTIONAL POSITION MEASUREMENT SYSTEM	12/822,921	24-Jun-2010	8,660,815	25-Feb-2014	Granted
13RZ-155793	PRI	GUN HANDLE ATTACHMENT FOR GAME CONTROLLER	13/118,003	27-May-2011	8,740,708	03-Jun-2014	Granted

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Case Number	Type	Title	App Number	Filing Date	Pat Number	Issue Date	Status
13RZ-156963	PCT	MOTION SMOOTHING IN 3-D POSITION SENSING APPARATUS	12/881,093	13-Sep-2010	8,868,368	21-Oct-2014	Granted
13RZ-156964	CON	POINTING DEVICE	12/881,097	13-Sep-2010			Published
13RZ-156965	PCT	WIRELESS POSITION SENSING IN THREE DIMENSIONS	12/881,100	13-Sep-2010	8,654,708	18-Feb-2014	Granted
13RZ-161169	DES	CAMERA MOUNT	29/389,331	08-Apr-2011	D659,178	08-May-2012	Granted
13RZ-162062	DES	GUN HANDLE VIDEO GAME CONTROLLER ACCESSORY	29/393,553	06-Jun-2011	D666,248	28-Aug-2012	Granted
13RZ-162063	DES	VIDEO GAME SYSTEM COVER	29/394,692	20-Jun-2011	D666,249	28-Aug-2012	Granted
13RZ-162742	DES	TWO-CONNECTOR CABLE	29/396,416	29-Jun-2011	D679,658	09-Apr-2013	Granted
13RZ-162743	DES	THREE-CONNECTOR CABLE	29/396,413	29-Jun-2011	D679,656	09-Apr-2013	Granted
13RZ-162744	DES	SINGLE-CONNECTOR CABLE	29/396,415	29-Jun-2011	D679,657	09-Apr-2013	Granted
13RZ-162745	DES	STYLUS	29/398,301	28-Jul-2011	D660,296	22-May-2012	Granted
13RZ-162746	PRI	POSABLE ELECTRICAL CABLE	13/465,883	07-May-2012	8,916,774	23-Dec-2014	Granted
13RZ-162747	DES	VIDEO GAME CASE	29/398,132	26-Jul-2011	D665,172	14-Aug-2012	Granted
13RZ-163594	DES	FOUR-CONNECTOR CABLE	29/399,492	15-Aug-2011	D686,160	16-Jul-2013	Granted
13RZ-163743	DES	SINGLE-CONNECTOR CABLE	29/402,200	21-Sep-2011	D680,077	16-Apr-2013	Granted
13RZ-163768	DES	FOUR-CONNECTOR CABLE	29/402,204	21-Sep-2011	D686,161	16-Jul-2013	Granted
13RZ-163855	DES	THREE-CONNECTOR CABLE	29/402,203	21-Sep-2011	D680,079	16-Apr-2013	Granted
13RZ-	DES	TWO-CONNECTOR	29/402,201	21-Sep-2011	D680,078	16-Apr-2013	Granted

Case Number	Type	Title	App Number	Filing Date	Pat Number	Issue Date	Status
163962		CABLE					
13RZ-164581	DES	HEADSET WITH MICROPHONE	29/405,500	02-Nov-2011	D672,745	18-Dec-2012	Granted
13RZ-164930	ORD	VIDEO GAME CONTROL ATTACHMENT	13/848,050	20-Mar-2013			Pending
13RZ-164931	DES	GAMING DEVICE ATTACHMENT	29/405,624	03-Nov-2011	D666,250	28-Aug-2012	Granted
13RZ-168527	ORD	INTERCHANGEABLE INPUT MECHANISMS FOR CONTROL DEVICES	13/848,660	21-Mar-2013			Appealed
13RZ-169180	DES	AUDIO HEADSET	29/423,845	05-Jun-2012	D686,190	16-Jul-2013	Granted
13RZ-170403	DES	SENSOR MOUNT	29/426,782	10-Jul-2012	D692,061	22-Oct-2013	Granted
13RZ-160866	ORD	AUDIO HEADSET SYSTEM AND APPARATUS	14/025,694	12-Sep-2013	9,358,454	07-Jun-2016	Granted
13RZ-226223	ORD	REMOTE CONTROL WITH VENTILATION HOLES	09/322,802	27-May-1999	6,241,247	05-Jun-2001	Granted
13RZ-226223	REI	REMOTE CONTROL WITH VENTILATION HOLES	10/454,971	05-Jun-2003	RE39,409	28-Nov-2006	Granted
13RZ-210721	ORD	SMART CAP FOR MEDICATION CONTAINER	15/148,383	06-May-2016			Published
13RZ-240347	ORD	LOAD CELL FOR SMART CAP	15/148,412	06-May-2016			Published
13RZ-241338	CON	AUDIO HEADSET SYSTEM AND APPARATUS	15/174,722	06-Jun-2016			Published

P0997.70000	DES	CAMERA MOUNT	157985	31-Jul-2014	157985	11-Mar-2015	Granted
P0997.70000	DES	CAMERA MOUNT	002513069	31-Jul-2014	002513069-0001	31-Jul-2014	Granted
P0997.70000	PDS	CAMERA MOUNT	29/481089	31-Jan-2014	D764564	23-Aug-2016	Granted

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P0997.70000	DES	CAMERA MOUNT	157985	31-Jul-2014	157985	11-Mar-2015	Granted
P0997.70001	ORD	CONTAINER WITH SEPARABLE COMPONENTS	2896069	02-Jul-2015			Pending

Title	App. No.	Filing Date	Patent	Issue Date	Status
Input controller for a game system having a combination move feature	10/289,340	07-Nov-2002	6,989,818	24-Jan-2006	Granted

Patent Applications

TITLE	SERIAL NO.	FILING DATE	STATUS
GUITAR SHAPED VIDEO GAME CONTROLLER	15/137,846	04/25/16	Pending.
GUITAR SHAPED VIDEO GAME CONTROLLER	15/137,879	04/25/16	Pending.
GUITAR SHAPED VIDEO GAME CONTROLLER	15/137,911	04/25/16	Pending.
VIDEO GAMING SYSTEM AND METHOD OF OPERATION	62/331,252	05/03/16	US and foreign filing due 5/3/17.

GAME CONTROLLER CHARGING DEVICE	62/274,580	04-Jan-2016	Pending
NERF HYDRO CASE	62/274,597	04-Jan-2016	Pending
TOY FOOTBALL	29/550,458	04-Jan-2016	Pending
TOY FOOTBALL WITH WIRELESS CONNECTIVITY	14/987,525	04-Jan-2016	Pending
GAMING PERIPHERAL WITH BUILT-IN AUDIO SUPPORT	14/995,554	14-Jan-2016	Pending
GAME CONTROLLER POWER PACK	29/558,591	18-Mar-2016	Pending
GAME CONTROLLER CHARGER BASE	29/558,590	18-Mar-2016	Pending
FACEPLATE FOR A VIDEOGAME CONTROLLER	29/562,312	25-Apr-2016	Pending
FACEPLATE FOR A VIDEOGAME CONTROLLER	29/562,314	25-Apr-2016	Pending

CAP FOR A MEDICATION CONTAINER	29/563,678	06-May-2016	Pending
ALTERABLE TOKEN DEVICES	15/156,189	16-May-2016	Pending
SYSTEMS AND METHODS FOR TRANSMITTING DATA BETWEEN A REMOTE DEVICE AND A COMPUTING DEVICE	15/292,061	12-Oct-2016	Pending
SYSTEMS AND METHODS FOR ENHANCED INTERACTIVITY BETWEEN PHYSICAL TOYS, GAMING CONSOLES, AND/OR SMART DEVICES PARTICIPATING IN A GAMING ENVIRONMENT	62/412,520	25-Oct-2016	Pending

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