

3/16/2011

Form PTO-1594 (Rev 01-09)
OMB Collection 0651-0027 (exp 02/28/20)

03/16/2011

U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103620068

To the Director of the U S Patent and Trademark Office
Documents or the new address(es) below

1. Name of conveying party(ies):

Micro World Corp
1721 Wright Avenue
La Verne, CA 91750

- Individual(s)
- General Partnership
- Corporation- State California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) February 23, 2011

- Assignment
- Security Agreement
- Other Commercial Pledge Agreement
- Merger
- Change of Name

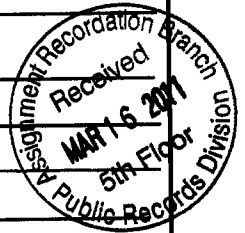
2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name East West Bank
Internal
Address: Loan Service
Street Address 9300 Flair Drive, 6th Floor
City El Monte
State California
Country USA Zip 91731

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship California
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A Trademark Application No (s)
74534769

B Trademark Registration No (s)
1907177

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Maggie Morales

Internal Address Loan Documentation

Loan #23160127

Street Address 9300 Flair Drive, 6th Floor

City El Monte

State California Zip 91731

Phone Number _____

Fax Number 626-927-2090

Email Address _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2 6(b)(6) & 3 41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

03/16/2011 MTHA11 00000058 1907177
Deposit Account Number 01 FC 0521 48.00 00
Authorized User Name _____

9. Signature:

Maggie Morales
Signature
MAGGIE MORALES
Name of Person Signing

Date 3/16/11

Total number of pages including cover sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

TRADEMARK
REEL: 004498 FRAME: 0572

COMMERCIAL PLEDGE AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$3,000,000.00	03-08-2011	03-08-2013	23160127			8738	[Signature]
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations							

Grantor: Micro World Corp
1721 Wright Avenue
La Verne, CA 91750

Lender: East West Bank
Loan Servicing Department
9300 Flair Drive, 6th Floor
El Monte, CA 91731

THIS COMMERCIAL PLEDGE AGREEMENT dated March 8, 2011, is made and executed between Micro World Corp. ("Grantor") and East West Bank ("Lender")

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION The word "Collateral" as used in this Agreement means Grantor's present and future rights, title and interest in and to the following described investment property, together with any and all present and future additions thereto, substitutions therefor, and replacements thereof, and further together with all income and Proceeds as described herein

All Trademarks including but not limited to United States Serial #74534769 with a filing date of 6-7-1994 and Registration #1907177 with a filing date of 7-25-1995

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable

RIGHT OF SETOFF To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account) This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph

REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL Grantor represents and warrants to Lender that

Ownership. Grantor is the lawful owner of the Collateral free and clear of all security interests, liens, encumbrances and claims of others except as disclosed to and accepted by Lender in writing prior to execution of this Agreement

Right to Pledge. Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral

Authority; Binding Effect. Grantor has the full right, power and authority to enter into this Agreement and to grant a security interest in the Collateral to Lender This Agreement is binding upon Grantor as well as Grantor's successors and assigns, and is legally enforceable in accordance with its terms The foregoing representations and warranties, and all other representations and warranties contained in this Agreement are and shall be continuing in nature and shall remain in full force and effect until such time as this Agreement is terminated or cancelled as provided herein

No Further Assignment Grantor has not, and shall not, sell, assign, transfer, encumber or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement

No Defaults There are no defaults existing under the Collateral, and there are no offsets or counterclaims to the same Grantor will strictly and promptly perform each of the terms, conditions, covenants and agreements, if any, contained in the Collateral which are to be performed by Grantor

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default Lender may file a copy of this Agreement as a financing statement Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement, Grantor will promptly notify the Lender of such change

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. Lender may hold the Collateral until all Indebtedness has been paid and satisfied Thereafter Lender may deliver the Collateral to Grantor or to any other owner of the Collateral Lender shall have the following rights in addition to all other rights Lender may have by law

Maintenance and Protection of Collateral. Lender may, but shall not be obligated to, take such steps as it deems necessary or desirable to protect, maintain, insure, store, or care for the Collateral, including paying of any liens or claims against the Collateral This may include such things as hiring other people, such as attorneys, appraisers or other experts Lender may charge Grantor for any cost incurred in doing so When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method to be used

Income and Proceeds from the Collateral Lender may receive all Income and Proceeds and add it to the Collateral Grantor agrees to deliver to Lender immediately upon receipt, in the exact form received and without commingling with other property, all Income and Proceeds from the Collateral which may be received by, paid, or delivered to Grantor or for Grantor's account, whether as an addition to the Collateral, in discharge of, in substitution of, or in exchange for any of the Collateral

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

Loan No: 23160127

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Application of Cash. At Lender's option, Lender may apply any cash, whether included in the Collateral or received as Income and Proceeds or through liquidation, sale, or retirement, of the Collateral, to the satisfaction of the Indebtedness or such portion thereof as Lender shall choose, whether or not matured

Transactions with Others. Lender may (1) extend time for payment or other performance, (2) grant a renewal or change in terms or conditions, or (3) compromise, compound or release any obligation, with any one or more Obligors, endorsers, or Guarantors of the Indebtedness as Lender deems advisable, without obtaining the prior written consent of Grantor, and no such act or failure to act shall affect Lender's rights against Grantor or the Collateral

All Collateral Secures Indebtedness. All Collateral shall be security for the Indebtedness, whether the Collateral is located at one or more offices or branches of Lender. This will be the case whether or not the office or branch where Grantor obtained Grantor's loan knows about the Collateral or relies upon the Collateral as security

Collection of Collateral. Lender at Lender's option may, but need not, collect the Income and Proceeds directly from the Obligors. Grantor authorizes and directs the Obligors, if Lender decides to collect the Income and Proceeds, to pay and deliver to Lender all Income and Proceeds from the Collateral and to accept Lender's receipt for the payments

Power of Attorney. Grantor irrevocably appoints Lender as Grantor's attorney-in-fact, with full power of substitution, (a) to demand, collect, receive, receipt for, sue and recover all Income and Proceeds and other sums of money and other property which may now or hereafter become due, owing or payable from the Obligors in accordance with the terms of the Collateral, (b) to execute, sign and endorse any and all instruments, receipts, checks, drafts and warrants issued in payment for the Collateral, (c) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, execute and deliver Grantor's release and acquittance for Grantor, (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in Lender's own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable, and (e) to execute in Grantor's name and to deliver to the Obligors on Grantor's behalf, at the time and in the manner specified by the Collateral, any necessary instruments or documents

Perfection of Security Interest. Upon Lender's request, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral. When applicable law provides more than one method of perfection of Lender's security interest, Lender may choose the method(s) to be used. Upon Lender's request, Grantor will sign and deliver any writings necessary to perfect Lender's security interest. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of the Collateral in Lender's possession, but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility for (A) any depreciation in value of the Collateral or for the collection or protection of any Income and Proceeds from the Collateral, (B) preservation of rights against parties to the Collateral or against third persons, (C) ascertaining any maturities, calls, conversions, exchanges, offers, tenders, or similar matters relating to any of the Collateral, or (D) informing Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters. Except as provided above, Lender shall have no liability for depreciation or deterioration of the Collateral.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement

Payment Default. Grantor fails to make any payment when due under the Indebtedness

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of


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COMMERCIAL PLEDGE AGREEMENT
(Continued)

Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default (1) cures the default within fifteen (15) days, or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender may exercise any one or more of the following rights and remedies

Accelerate Indebtedness. Declare all Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Collect the Collateral. Collect any of the Collateral and, at Lender's option and to the extent permitted by applicable law, retain possession of the Collateral while suing on the Indebtedness

Sell the Collateral. Sell the Collateral, at Lender's discretion, as a unit or in parcels, at one or more public or private sales Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give or mail to Grantor, and other persons as required by law, notice at least ten (10) days in advance of the time and place of the public sale, or of the time after which any private sale may be made However, no notice need be provided to any person who, after an Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale Grantor agrees that any requirement of reasonable notice as to Grantor is satisfied if Lender mails notice by ordinary mail addressed to Grantor at the last address Grantor has given Lender in writing If a public sale is held, there shall be sufficient compliance with all requirements of notice to be made by a single publication in any newspaper of general circulation in the county where the Collateral is located, setting forth the time, place, date and a brief description of the property to be sold Lender may be a purchaser at any public sale.

Sell Securities. Sell any securities included in the Collateral in a manner consistent with applicable federal and state laws If, because of restrictions under such laws, Lender is unable, or believes Lender is unable, to sell the securities in an open market transaction, Grantor agrees that Lender will have no obligation to delay sale until the securities can be registered Then Lender may make a private sale to one or more persons or to a restricted group of persons, even though such sale may result in a price that is less favorable than might be obtained in an open market transaction Such a sale will be considered commercially reasonable If any securities included in the Collateral are "restricted securities" as defined in the Rules of the Securities and Exchange Commission (such as Regulation D offerings) or are securities of state securities departments under state "Blue Sky" laws, or if Grantor or any other owner of the Collateral is an issuer of the securities, Grantor agrees that neither Grantor, nor any member of Grantor's family, nor any other person significant to Grantor will sell or dispose of any securities of such issuer without obtaining Lender's prior written consent

Foreclosure. Maintain a judicial suit for foreclosure and sale of the Collateral

Transfer Title. Effect transfer of title upon sale of all or part of the Collateral For this purpose, Grantor irrevocably authorizes Lender, as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and execute any other acts necessary or one) as shall be necessary or reasonable

Other Rights and Remedies. Have and exercise any or all of the rights and remedies of a secured creditor under the Uniform Commercial Code, at law, in equity, or otherwise

Application of Proceeds. Apply any cash which is part of the Collateral, or which is received from the collection of the Indebtedness, to the reimbursement of any expenses, including any costs for registration of securities, commissions incurred in the collection of the Indebtedness, attorneys' fees and court costs, whether or not there is a lawsuit and including any fees on appeal, incurred by Lender in connection with the collection and sale of such Collateral and to the payment of the Indebtedness of Grantor to Lender, with any excess to be paid to Grantor as the interests of Grantor may appear Grantor agrees, to the extent permitted by law, to pay any deficiency of the proceeds of the Collateral to the Indebtedness

Election of Remedies Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether set forth in this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or in combination by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to perform and exercise its remedies

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement between the parties as to the matters set forth in this Agreement No alteration of or amendment to this Agreement shall be effective unless it is in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment

Attorneys' Fees; Expenses Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's legal expenses, incurred in connection with the enforcement of this Agreement Lender may hire or purchase legal services to enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement Costs and expenses include attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated services Grantor also shall pay all court costs and such additional fees as may be directed by the court

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret the provisions of this Agreement

**COMMERCIAL PLEDGE AGREEMENT
(Continued)**

Loan No: 23160127

Lender. The word "Lender" means East West Bank, its successors and assigns

Note. The word "Note" means the Note executed by Micro World Corp in the principal amount of \$3,000,000.00 dated March 8, 2011 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note agreement

Obligor. The word "Obligor" means without limitation any and all persons obligated to pay money or to perform some other act or service as collateral

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Description" section of this Agreement

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, employment agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments and documents, whether now or hereafter existing, executed in connection with the indebtedness

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL PLEDGE AGREEMENT AND AGREES TO IT. THIS AGREEMENT IS DATED MARCH 8, 2011.

GRANTOR:

MICRO WORLD CORP.

By: _____

Johnson Yang, President of Micro World Corp.

LASER PRO Lending Ver 5 54 00 008 Copr Herland Financial Solutions Inc 1997 2011 All Rights Reserved CA GAPPBIEWBCFICFALPLIE80 FC TR 12193 PR 1