# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CONTOUR, INC.		01/24/2012	CORPORATION: WASHINGTON

## **RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85425858	CONTOUR

## **CORRESPONDENCE DATA**

 Fax Number:
 (858)550-6420

 Phone:
 858-550-6403

Email: erin.obrien@cooley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1468 CONTOUR
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
	IRADEMARK

900213620 REEL: 004708 FRAME: 0835

8585758

CH \$40.00

Date:	02/01/2012
Total Attachments: 6 source=Contour signed IPSA#page1.tif source=Contour signed IPSA#page2.tif source=Contour signed IPSA#page3.tif source=Contour signed IPSA#page4.tif source=Contour signed IPSA#page5.tif source=Contour signed IPSA#page6.tif	

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 24, 2012 by and between COMERICA BANK ("Bank") and CONTOUR, INC., a Washington corporation formerly known as Twenty20, Inc. ("Grantor").

#### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

1.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRA	NT	OR:
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Address of Grantor:

CONTOUR, INC.

3131 Western Avenue, Suite 410

Seattle, WA 98121

Attn: Chief Executive Officer

BANK:

Address of Bank:

**COMERICA BANK** 

m/c 7512 39200 W. Six Mile Róad

Livonia, MI 48152

Attn: Livonia Operations Center

# EXHIBIT A

# Copyrights

Description Registration
Number Registration Date

994352 v2/HN

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# EXHIBIT B

## Patents

Description Patent/ Application Number Issue / Application Date

SEE ATTACHED.

Docket Number Country	Country .	Case Type	Relation Type	Filing Type	Application Number	Application Date Pa	Patent Number Grant Date	rant Date
042492/0002:001 United States	United States	PROVISIONAL FILING	ORIGINAL OR PATENT CASE NATIONAL CASE	NATIONAL CASE	60/952810	07/30/2007		
042492/0002:002 Hong Kong	Hong Kong	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE NATIONAL CASE	NATIONAL CASE	10110967.6	07/30/2008		
042492/0002:002 Australia	Australia	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE   PATENT COOPERATION TREATY   2008282223	2008282223	07/30/2008		
042492/0002:002 Canada	Canada	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE PATENT COOPERATION TREATY 2698281	2698281	07/30/2008		
042492/0002:002 China P.R.	China P.R.	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE PATENT COOPERATION TREATY 200880109237.6	200880109237.6	02/30/2008		
042492/0002:002 United States	United States	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE PATENT COOPERATION TREATY	12/671442	07/30/2008		
042492/0002:002	342492/0002:002 European Patent Convention   REGULAR CASE TYPE	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE PCT/EPC APPLICATION	PCT/EPC APPLICATION	08782542.8	. 02/30/2008		
042492/0002:002 New Zealand	New Zealand	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE PATENT COOPERATION TREATY 583539	583539	07/30/2008		
042492/0002:002 Singapore	Singapore	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE   PATENT COOPERATION TREATY   201000610-4	201000610-4	07/30/2008		
042492/0002:002   South Africa	South Africa	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	ORIGINAL OR PATENT CASE PATENT COOPERATION TREATY 2010/01370	2010/01370	07/30/2008		
042492/0002:002	042492/0002:002 Patent Cooperation Treaty	REGULAR CASE TYPE	ORIGINAL OR PATENT CASE	PATENT COOPERATION TREATY   PCT/US2008/071661	PCT/US2008/071661	07/30/2008		
042492/0003:001 United States	United States	DESIGN	ORIGINAL OR PATENT CASE	NATIONAL CASE	29/322219	07/30/2008 D616006	616006	05/18/2010
042492/0003:002 United States	United States	DESIGN	CONTINUATION	NATIONAL CASE	29/355173	02/03/2010 D621435	621435	08/10/2010
042492/0003:003 United States	United States	DESIGN	CONTINUATION	NATIONAL CASE	29/356376	02/24/2010 D640304	640304	06/21/2011
042492/0003:004 United States	United States	DESIGN	CONTINUATION	NATIONAL CASE	29/367294	08/05/2010 D640722	640722	06/28/2011
042492/0003:005 United States	United States	DESIGN	CONTINUATION	NATIONAL CASE	29/369518	09/09/2010		
042492/0006:001 Germany	Germany	UTILITY MODEL	ORIGINAL OR PATENT CASE NATIONAL CASE	NATIONAL CASE	08782542.8	07/30/2008 20	07/30/2008 202008017875.4	10/14/2010
042492/0007:001 United States	United States	DESIGN	ORIGINAL OR PATENT CASE	NATIONAL CASE	29/368734	08/27/2010		
042492/0008:001 United States	United States	PROVISIONAL FILING	ORIGINAL OR PATENT CASE	NATIONAL CASE	61/382404	09/13/2010		

994352 v2

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# **EXHIBIT C**

# Trademarks

Description		Registration/ Serial Number	Registration/ Application Date
CONTOUR		85/425,858	09/19/11

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TRADEMARK REEL: 004708 FRAME: 0842

RECORDED: 02/01/2012