

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPI Technologies, Inc.		09/09/2013	CORPORATION: PHILIPPINES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	979 King's Road, 14th Floor, Devon House		
City:	Quarry Bay, Hong Kong		
State/Country:	HONG KONG		
Entity Type:	BANK: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85092963	SPI HEALTHCARE	
Serial Number:	85092994	SPI GLOBAL	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		
Email:	penelope@ipresearchplus.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue, Ste 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	COS1-38908 (NYC797499-010)		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$65.00 85092963

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

09/12/2013

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of 9 September, 2013 between SPI Technologies, Inc., a company incorporated in the Philippines with company number CS200407011 ("Grantor") and BANK OF AMERICA, N.A., (the "Security Agent", as security agent for the benefit of the Secured Parties (as defined in the Facilities Agreement defined below, hereinafter the "Secured Parties"))).

RECITALS:

- (A) Asia Outsourcing Gamma Limited, the original borrowers named therein, the original guarantors named therein, the original lenders named therein, the Facility Agent and the Security Agent are parties to a Facilities Agreement dated 27 March 2013 (the "Facilities Agreement"). The Grantor is a party to a Security Agreement, dated as of 9 September, 2013 in favor of the Security Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (B) In consideration of the mutual conditions and agreements set forth in the Facilities Agreement, the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Secured Liabilities, the Grantor hereby pledges, assigns, transfers and grants to the Security Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or existing or hereafter acquired or arising and wherever located.

"Intellectual Property Collateral" means the Grantor's right, title and interest in, to and under:

- (a) all Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark license;

- (e) all reissues, continuations or extensions of the foregoing; and
- (f) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3 Separate and Distinct Grants of Security

Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Agent (on behalf of the Secured Parties) acknowledge and agree that the Security Interest granted pursuant to this Agreement to the Security Agent for the benefit of the Secured Parties and securing the Secured Liabilities, will be a "first" priority security interest in the Intellectual Property Collateral, junior to no other security interest.

Section 4 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and the Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Intellectual Property if the grant of such Security Interest constitutes or results in the abandonment of, invalidation of or rendering unenforceable any of its right, title or interest therein.

Section 5 Security Agreement

The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

[Remainder of page intentionally left blank]

In witness whereof, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SPI TECHNOLOGIES, INC.

as Grantor

By: 
Name: RYAN V. LAUREANO
Title: DIRECTOR

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.,

as Security Agent

By: _____
Name:
Title:

In witness whereof, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

SPI TECHNOLOGIES INC.

as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

BANK OF AMERICA, N.A.

as Security Agent

By: *Susana Yen*
Name: SUSANA YEN
Title: SENIOR VICE PRESIDENT

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

COPYRIGHT REGISTRATIONS

(A) REGISTERED COPYRIGHTS

Copyright Reg. No. Date

None.

(B) COPYRIGHT APPLICATIONS

None.

(C) COPYRIGHT LICENSES

Name of Agreement, Parties, Date of Agreement

None.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

PATENT REGISTRATIONS

(A) REGISTERED PATENTS

Patent Reg. No. Date

None.

(B) PATENT APPLICATIONS

None.

(C) PATENT LICENSES

Name of Agreement, Parties, Date of Agreement

Nil

SCHEDULE III TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

(A) REGISTERED TRADEMARKS

Trademark Reg. No. Date

SPI GLOBAL

Word Mark: SPI GLOBAL
Serial Number: 85092894
Registration Date: September 13, 2011

SPI HEALTHCARE

Word Mark: SPI HEALTHCARE
Serial Number: 85092963
Registration Date: July 5, 2011

(B) TRADEMARK APPLICATIONS

None.

(C) TRADEMARK LICENSES

Name of Agreement, Parties, Date of Agreement

None.