



**RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Think Outside, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, January 17, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 4, 2002 Reel 002466, Frame 0159.

Dated: May 24, 2006

SILICON VALLEY BANK

By: Maribel Higareda  
Name: **Maribel Higareda**  
Title: Operations Supervisor

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 17, 2002 by and between SILICON VALLEY BANK ("Bank") and THINK OUTSIDE, INC., a California corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 Grantor's Copyrights, Trademarks, Patents, and Mask Works and related collateral 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, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement, 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, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 interests granted herein are in conjunction with the security interests granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interests 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 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.

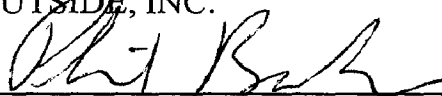
IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5790 Fleet Street, Suite 130  
Carlsbad, CA 92008  
Attention: Chief Financial Officer

THINK OUTSIDE, INC.

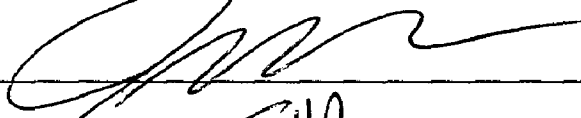
By:   
Title: PRESIDENT

BANK:

Address of Bank:

9645 Scranton Road, Suite 110  
San Diego, CA 92121  
Attn: Manager

SILICON VALLEY BANK

By:   
Title: SVP

SCHEDULE A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

SCHEDULE B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

E/COLLAPSIBLE KEYBOARD

98190947

11/12/98

60-65181

11/12/97

Publication Number 6331850 12/18/01

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
STOWAWAY PORTABLE KEYBOARD	2,513,221 75/766,499	11/27/01
THINK OUTSIDE and Design	75,766,498	8/2/99
STOWAWAY	2,507,746 75/756,235	11/13/01
THINK OUTSIDE	75/756,219	7/21/99
RUNWAY TECH	75/751,257	6/28/99
RUNWAY TECHNOLOGIES	75/738,336	06/28/99

SCHEDULE D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date