

# 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
Redline Detection, LLC		08/07/2007	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Sunwest Bank		
Street Address:	17542 East 17th St., Suite 200		
Internal Address:	Redline Detection Acct Manager		
City:	Tustin		
State/Country:	CALIFORNIA		
Postal Code:	92780		
Entity Type:	bank: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3151928	REDLINE DETECTION	
Registration Number:	3069417	SMOKE PRO	
Serial Number:	78961270	TOTAL-TECH	
Serial Number:	78961276	TECH-MATE	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	15XF-132105		

CH \$115.00 3151928

**900084046**

**TRADEMARK**  
**REEL: 003598 FRAME: 0572**

NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	08/09/2007
<p>Total Attachments: 7</p> <p>source=redline IPSA#page1.tif</p> <p>source=redline IPSA#page2.tif</p> <p>source=redline IPSA#page3.tif</p> <p>source=redline IPSA#page4.tif</p> <p>source=redline IPSA#page5.tif</p> <p>source=redline IPSA#page6.tif</p> <p>source=redline IPSA#page7.tif</p>	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 7, 2007 (this "*Intellectual Property Security Agreement*"), is made by REDLINE DETECTION, LLC ("*Grantor*") in favor of SUNWEST BANK ("*Secured Party*").

WHEREAS, Grantor and Secured Party have entered into a Loan and Security Agreement of even date herewith (as amended, supplemented, replaced or otherwise modified from time to time, the "*Loan Agreement*").

WHEREAS, under the terms of the Loan Agreement, Grantor has granted a security interest in certain property, including without limitation certain intellectual property, to Secured Party, and has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. *Grant of Security.* Grantor hereby grants to Secured Party a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Intellectual Property Collateral*"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's "Obligations" under, and as defined in, the Loan Agreement:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar industrial property rights, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or

future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "*Patents*");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in computer software and databases, internet websites and the content thereof, whether registered or unregistered, and all mask works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all such underlying works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto ("*Copyrights*");

(d) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, databases, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto (collectively, the "*Trade Secrets*");

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages

and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. *Recordation.* Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. *Execution in Counterparts.* This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. *Governing Law.* This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to the conflict of law rules thereof.

SECTION 5. *Conflict Provision.* This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

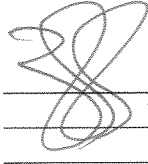
IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

REDLINE DETECTION, LLC,  
a California limited liability company

By:

Name:

Title:

  
\_\_\_\_\_  
Zachary P. Jensen  
\_\_\_\_\_  
PRESIDENT

**PATENTS**

U.S. Patent Application:

Docket No.: RED-101  
Country: U.S.A.  
Serial No.: 10/975,781  
Filing Date: 10/28/2004  
Title: METHOD AND DEVICE FOR DETECTING  
LEAKS USING SMOKE  
Status: Pending - a summary of the status and prosecution  
history of this application was provided to  
Purchaser in a letter dated June 29, 2007, which is  
incorporated herein by reference.

## TRADEMARKS

### Trademarks:

Mark: REDLINE DETECTION  
Registration No.: U.S.A./3,151,928  
Serial No.: 78/509,071  
Filing Date: 06/08/2005  
Description: Leak detectors for detecting leaks in fluid systems in the nature of automobile systems, industrial machines, and heating, cooling and ventilation systems  
Status: Registered - 10/03/2006

Mark: SMOKE PRO  
Registration No.: U.S.A./3,069,417  
Serial No.: 78/509,063  
Filing Date: 11/01/2004  
Description: Leak detectors for detecting leaks in fluid systems in the nature of automobile systems, industrial machines, and heating, cooling and ventilation systems  
Status: Registered - 03/14/2006

Mark: TOTAL-TECH  
Registration No.: U.S.A./Pending  
Serial No.: 78/961,270  
Filing Date: 08/27/2006  
Description: Leak detectors for detecting leaks in fluid systems including automobile systems, industrial machines, and heating, cooling and ventilation systems  
Status: Unregistered

Mark: TECH-MATE  
Registration No.: U.S.A./Pending  
Serial No.: 78/961,276  
Filing Date: 08/27/2006  
Description: Leak detectors for detecting leaks in fluid systems including automobile systems, industrial machines, and heating, cooling and ventilation systems  
Status: Unregistered - the application was objected to by the United States Trademark Office on



the basis that the applied-for mark is confusingly similar to the registered mark "TEK-MATE." Company plans to amend the application and argue over the objection.