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# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	08/14/2007

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Adapx Inc. FORMERLY Natural Interaction Systems, LLC		08/14/2007	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Comerica Bank	
Street Address:	75 E. Trimble Rd	
Internal Address:	m/c 4770	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95131	
Entity Type:	a Michigan Banking Corporation: MICHIGAN	

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77188310	
Serial Number:	77187767	ADAPX
Serial Number:	77187774	JOURNALX
Serial Number:	77187771	DOX
Serial Number:	77187772	MAPX
Serial Number:	77187770	PENX

## **CORRESPONDENCE DATA**

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 7347613780

Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek

TRADEMARK REEL: 003602 FRAME: 0727

900084588

Address Line 1: 201 S. Division Street
Address Line 2: Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: ADAPX \_COMERICA 1373-1

NAME OF SUBMITTER: Angela Alvarez Sujek

Signature: /Angela Alvarez Sujek/

Date: 08/16/2007

Total Attachments: 5

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 14, 2007 by and between COMERICA BANK ("Bank") and ADAPX INC., formerly known as Natural Interaction Systems, LLC, a Delaware 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).
- B. 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 Intellectual Property Collateral to secure the obligations of Grantor under the Loan Agreement.
- C. 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 Intellectual Property Collateral.

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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 Bank and Grantor, 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.

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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.

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.

**GRANTOR:** 

Address of Grantor:

821 Second Avenue Seattle, WA 98104 Attn: President

Address of Bank:

Comerica Bank m/c 4770 75 E. Trimble Road San Jose, CA 95131 Attn: Manager Fax: (408) 556-5091 ADAPX INC., formerly known as Natural

Interaction Systems, LLC

BANK:

COMERICA BANK

Title: VP

# EXHIBIT A

Copyrights

None.

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# EXHIBIT B

**Patents** 

None.

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# **EXHIBIT C**

## Trademarks

Mark	App. No.	Filing Date
(DESIGN ONLY)	77/188310	5/23/2007
ADAPX	77/187767	5/22/2007
JOURNALX	77/187774	5/22/2007
DOX	77/187771	5/22/2007
MAPX	77/187772	5/22/2007
PENX	77/187770	5/22/2007

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