

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
T-Ink, Inc.		12/11/2007	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EB Ink Technologies, LLC
<b>Street Address:</b>	6 East 43rd Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Serial Number:	78503738	T-INKERACTIVE
Serial Number:	78558049	THINK INK
Serial Number:	78592530	T-INKFUN
Serial Number:	78558052	PAPERTAINMENT
Serial Number:	78592511	TECHTILES
Serial Number:	78558040	THINKING INK
Serial Number:	78592524	THIS SHIRT...
Serial Number:	78592504	E-SHIRT
Serial Number:	78183719	TINKWORKS
Registration Number:	3313365	INKERACTIVE
Serial Number:	78328153	CHIMICHANGAS
Serial Number:	78328189	INFL8
Serial Number:	78214045	VIDBOY
Registration Number:	3074219	AIRWAVEZ

**CH \$615.00 78503738**

Registration Number:	3024307	TALKINK
Serial Number:	78185634	T-INKERACTIVE
Serial Number:	77087046	CONTROL-TEX
Serial Number:	77024011	THERMO-TEX
Serial Number:	77023946	STYLE-TEX
Serial Number:	77023927	POWER-TEX
Serial Number:	77087041	FX-TEX
Serial Number:	77023991	BIO-TEX
Serial Number:	75234475	COLORTRONICS
Serial Number:	75978345	BRILLION

**CORRESPONDENCE DATA**

Fax Number: (212)218-2200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-218-2100  
Email: agardiner@fchs.com  
Correspondent Name: Fizpatrick, Cella, Harper and Scinto  
Address Line 1: 30 Rockefeller Plaza  
Address Line 2: Attn: Aimee Gardiner  
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	3419.6
NAME OF SUBMITTER:	Aimee Nassau Gardiner
Signature:	/aimeenassaugardiner/
Date:	01/10/2008

**Total Attachments: 7**  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 11, 2007 by and between EB Ink Technologies, LLC ("EB") and T-Ink, Inc. ("Grantor").

RECITALS

A. EB has agreed to make a term loan available to Grantor (the "Loan") in the amount and manner set forth in that certain Term Loan Agreement by and between EB and Grantor dated as of December 11, 2007 (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). EB is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to EB 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 and the Security Agreement, dated as of December 11, 2007, by and between EB and Grantor (the "Security Agreement"), Grantor has granted to EB 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 EB 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 Schedules 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 EB under the Loan Agreement and Security Agreement. The rights and remedies of EB 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 EB as a matter of law or equity. Each right, power and remedy of EB 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 EB 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 EB, of any or all other rights, powers or remedies.

{SIGNATURE PAGE FOLLOWS}

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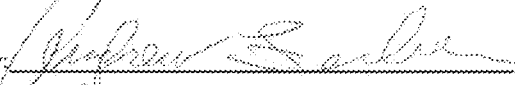
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

T-INK, INC.

244 West 54<sup>th</sup> Street  
New York, New York 10019

By:   
Title: Chairman

Attn: Andrew Ferber

EB:

Address of EB:

EB INK TECHNOLOGIES, LLC

6 East 43<sup>rd</sup> Street  
New York, New York 10017

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attn: \_\_\_\_\_

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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:

Address of Grantor:

144 West 54<sup>th</sup> Street  
New York, New York 10019

Attn: Andrew Forster

GRANTOR:

T-DIX, INC.

By \_\_\_\_\_

Title: \_\_\_\_\_

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Address of EB:

8 East 43<sup>rd</sup> Street  
New York, New York 10017

Attn: \_\_\_\_\_

EB:

EB INK TECHNOLOGIES, LLC

By  \_\_\_\_\_

Title: \_\_\_\_\_

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T-Ink, Inc.

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

**SCHEDULE B**

**Patents  
U.S. Patents and Patent Application**

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee of Record<sup>1</sup></u>	<u>Security Interest/ Ownership Issues</u>
Electronic switch system with continuous design	10/824301 (20050231879)	04/14/2004	T-INK, LLC	
System for securing personal cards	11/052384 (20050211785)	02/07/2005	T-INK, LLC	
Personal card system featuring integrated circuit	11/ 052163 (20050194454)	02/07/2005	T-INK, LLC	
Proximity triggered communication system	11/502812 (20070037559)	08/11/2006	T-INK, LLC	
Pressure Responsive Article	60/726,545 (unpublished)	10/14/2005	T-INK, LLC	
Light illuminating assemblies for wearing apparel with light element securement means	5278734	01/11/1994	T-INK, LLC	
Light, audio and current related assemblies and devices with conductive compositions	5455749	10/03/1995	T-INK, LLC	
LED for interfacing and connecting to conductive substrates	5567037	10/22/1996	T-INK, LLC	
Electrical system having a multilayer conductive composition	5626948	05/06/1997	T-INK, LLC	
Electrical system having a clear conductive composition	5973420	10/26/1999	T-INK, LLC	
Conductive color changing ink	6188506	02/13/2001	T-INK, LLC	
Interactive fabric article	6311350	11/06/2001	T-INK, LLC	
Method of manufacturing printed circuit boards	6641860	11/04/2003	T-INK, LLC	

<sup>1</sup> T-Ink, LLC was merged with and into T-Ink, Inc. on December 10, 2007.  
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**SCHEDULE B**  
(Page 2 of 2)

**Foreign Patents**

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/Assignee of Record</u>	<u>Security Interest/Ownership Issues</u>
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Australia 689112	11/12/1998	T-INK, LLC	
Light, Audio and Current assemblies, attachments and devices with conductive compositions.	Canada 2,162,581	8/24/1999	T-INK, LLC	
A Light, Audio and Current Operated Assembly for Apparel, Objects and Things	China ZL 94192276.6	12/25/2002	T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	France EP-B-0702768		T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Great Britain EP-B-0702768		T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Germany EP-B-0702768; 69431657		T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Italy EP-B-0702768; 20163BE/2003		T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Russian Federation 2141074	04/13/1999	T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Spain EP-B-0702768; 2188615		T-INK, LLC	
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Sweden EP-B-0702768		T-INK, LLC	
<b>Pending Foreign Applications</b>				
Light, Audio and Current Related assemblies, attachments and devices with conductive compositions.	Japan Corresponding to U.S. Patent 5,455,749		T-INK, LLC	
Electrical System Having a Multilayer Conductive Composition.	PCT Application Corresponding to U.S. Patent 5,626,948 Published Not Yet Nationalized		T-INK, LLC	



**SCHEDULE C**

**Trademarks**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
T-INKERACTIVE (Pending)	78503738	10/21/2004	
THINK INK (Pending)	78558049	02/01/2005	
T-INKFUN (Abandoned)	78592530	03/22/2005	
PAPERTAINMENT (Abandoned)	78558052	02/01/2005	
TECHTILES (Abandoned)	78592511	03/22/2005	
THINKING INK (Pending)	78558040	02/01/2005	
THIS SHIRT... (Abandoned)	78592524	03/22/2005	
E-SHIRT (Abandoned)	78592504	03/22/2005	
TINKWORKS (Pending)	78183719	11/11/2002	
INKERACTIVE (Registered)	3313365	10/16/2007	
CHIMICHANGAS (Abandoned)	78328153	11/14/2003	
INFL8 (Abandoned)	78328189	11/14/2003	
VIDBOY (Abandoned)	78214045	02/12/2003	
AIRWAVEZ (Registered)	3074219	03/28/2006	
TALKINK (Registered)	3024307	12/06/2005	
T-INKERACTIVE (Abandoned)	78185634	11/15/2002	
TINKWORKS (Pending)	78183719	11/11/2002	
CONTROL-TEX (Pending)	77087046	01/19/2007	
THERMO-TEX (Pending)	77024011	10/18/2006	
STYLE-TEX (Pending)	77023946	10/18/2006	
POWER-TEX (Abandoned)	77023927	10/18/2006	
FX-TEX (Pending)	77087041	01/19/2007	
BIO-TEX (Pending)	77023991	10/18/2006	
COLORTRONICS (Cancelled)	75234475	01/31/1997	
BRILLION (Cancelled)	75978345	11/12/1996	

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