Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): FRAMEMAX, INC.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No		
	Name: Square 1 Bank		
☐ Individual(s) ☐ Association	Internal Address: Jennifer Howard		
General Partnership Limited Partnership Corporation- State: Delaware	Street Address: 406 Blackwell St., suite 240		
Other	City: Durham		
Citizenship (see guidelines)	State: NC Zip: 27701		
Additional names of conveying parties attached? Yes 🗸 No	Association Citizenship		
3. Nature of conveyance)/Execution Date(s) :	General Partnership Citizenship		
Execution Date(s) February 8, 2006	Limited Partnership Citizenship		
Assignment Merger	Corporation Citizenship_NC Other Citizenship		
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No		
Other	(Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) 77/182956 B. Trademark Registration No.(s) 2,890,747 SEE EXHIBIT C ATTACHED Additional sheet(s) attached?			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Jennifer Howard	6. Total number of applications and registrations involved:		
Internal Address: Square 1 Bank	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00		
Street Address: 406 Blackwell St. Suite 240	□ Authorized to be charged by credit card ✓ Authorized to be charged to deposit account □ Enclosed		
City: <u>Durham</u>	8. Payment Information:		
State: NC Zip: 27701	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: 919-314-3123	b. Deposit Account Number 50-3822		
Fax Number: 919-354-1278 Email Address: Jhoward@square1bank.com	Authorized User Name <u>Jennifer Howard</u>		
9. Signature: Signature	3-6-08 Date		
Jennifer Howard Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 003733 FRAME: 0436

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 8, 2006 by and between SQUARE 1 BANK ("Bank") and FRAMEMAX, INC., a Delaware corporation ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 certain Copyrights, Trademarks and Patents 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 the Obligations, 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 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 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.

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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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:

FRAMEMAX, INC.

9611 Deertrail Drive San Diego, CA 92127

Attn: Chief Executive Officer

Ву:

Title: PRESIDENT & CE

BANK:

Address of Bank:

406 Blackwell Street, Suite 240 Crowe Building

Durham, NC 27701

Attn: Manager

SQUARE 1 BANK

В́у:

Title: Senis Vice fundant

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EXHIBIT A

Copyrights

	Registration	
<u>Description</u>	Number	Registration Date

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TRADEMARK

EXHIBIT B

Patents

Description

Method of Making a Frame Member into U-Section and C-Section Panel

Patent Application
No./Issued Patent No.

6813919

Date

11/9/2004

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EXHIBIT C

Trademarks

DescriptionRegistration/Application NumberRegistration/Application DateFrame Max (and design)289074710-5-04ModPOD771829565-16-07

TRADEMARK REEL: 003733 FRAME: 0441

RECORDED: 03/06/2008