

**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>
RIGHTTHING, INC.		02/15/2008	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	3401 Technology Drive		
<b>City:</b>	Findlay		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43699-0032		
<b>Entity Type:</b>	Texas Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2865186	DO THE RIGHT THING AND GOOD THINGS WILL HAPPEN!	
<b>Registration Number:</b>	2877486	THE RIGHTTHING, INC.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley Godward Kronish LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1181 RIGHTTHING IN		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$65.00 2865186

Date:

04/08/2008

**Total Attachments: 6**

source=RightThing Inc IPSA#page1.tif

source=RightThing Inc IPSA#page2.tif

source=RightThing Inc IPSA#page3.tif

source=RightThing Inc IPSA#page4.tif

source=RightThing Inc IPSA#page5.tif

source=RightThing Inc IPSA#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 15, 2008 by and between COMERICA BANK ("Bank") and RIGHTTHING, INC., an Ohio corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to RIGHTTHING, LLC and AIRS ACQUISITION, LLC (together, the "Borrowers") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers, dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Bank is willing to make the loans and financial accommodations to Borrowers, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents of Grantor to secure the obligations of Borrowers under the Loan Agreement and of Grantor under that certain Unconditional Guaranty of even date herewith by Grantor in favor of Bank.

B. Pursuant to the terms of that certain Third Party Security Agreement, of even date herewith, by and between Grantor and Bank (the "Security Agreement"; capitalized terms used herein are used as defined in the Security 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 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 Guaranty, the Security Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.


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:

3401 Technology Drive  
Findlay, OH 43699-0032  
Attn: Chief Executive Officer

RIGHTTHING, INC.

By: 

Name: Terrance G Terhark

Title: Chief Executive Officer

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

COMERICA BANK

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

Name: \_\_\_\_\_

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

*Signature Page to Intellectual Property Security Agreement  
RightThing, Inc.*

**TRADEMARK  
REEL: 003755 FRAME: 0110**

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:

3401 Technology Drive  
Findlay, OH 43699-0032  
Attn: Chief Executive Officer

RIGHTTHING, INC.

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

Name: \_\_\_\_\_

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

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

COMERICA BANK

By: William Sweeney

Name: William Sweeney

Title: SVP

*Signature Page to Intellectual Property Security Agreement  
RightThing, Inc.*

**TRADEMARK  
REEL: 003755 FRAME: 0111**

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	NONE.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
NONE.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Do The Right Thing and Good Things Will Happen!	2,865,186	4/27/2004
The Right Thing, Inc	2,877,486	8/24/2004