

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
REDZONE ROBOTICS, INC.		06/13/2008	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3049038	REDZONE	
Serial Number:	77335236	REDZONE	
Serial Number:	77309849	SOLO	
Registration Number:	2383916	PIONEER	
Registration Number:	2198863	HOUDINI	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000912		

OP \$140.00 3049038

NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	06/25/2008
Total Attachments: 5 source=SVB_REDZONE_IP_SECURITY AGREEMENT#page1.tif source=SVB_REDZONE_IP_SECURITY AGREEMENT#page2.tif source=SVB_REDZONE_IP_SECURITY AGREEMENT#page3.tif source=SVB_REDZONE_IP_SECURITY AGREEMENT#page4.tif source=SVB_REDZONE_IP_SECURITY AGREEMENT#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 13, 2008 by and between SILICON VALLEY BANK ("Bank") and REDZONE ROBOTICS, INC. ("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 among Bank, Red Team Enterprises LLC and Grantor dated June 13, 2008 (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 its obligations under the Loan Agreement, 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 (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.

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:

91 43rd Street, Suite 250
Pittsburgh, Pennsylvania 15201

Attn: Brian J Zilk

REDZONE ROBOTICS, INC.

By: 

Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Elena Rodon

SILICON VALLEY BANK

By: 

Title: VP-Relationship Manager

{Signature Page to IP Security Agreement-RedZone}

TRADEMARK
REEL: 003803 FRAME: 0565

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
Pipeline rehabilitation systems	7,131,791	11/07/2006
Network architecture for remote robot with interchangeable tools	10/956,679	10/01/2004
Autonomous inspector mobile platform	11/335,176	01/18/2006
Spatio-temporal and context-based indexing and representation of subterranean networks and means for doing the same	11/627,334	01/25/2007
Manhole Modeler	11/856,698	09/17/2007
Manhole Modeler	PCT/US2007/078684	09/17/2007
Spatio-temporal and context-based indexing and representation of subterranean networks and means for doing the same	PCT/US2007/061078	01/25/2007
Autonomous inspector mobile platform	PCT/US2006/001983	01/18/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REDZONE (Registered)	3,049,038	01/24/2006
REDZONE (Pending)	77/335,236	11/21/2007
SOLO (Pending)	77/309,849	10/22/2007
IRONWALKER (Abandoned)	75/521,587	07/20/1998
PIONEER (Cancelled)	2,383,916	09/05/2000
HOUDINI (Registered)	2,198,863	10/20/1998

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RECORDED: 06/25/2008

TRADEMARK
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