

**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>
CLINGZ, INC.		05/22/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PENINSULA FUND IV LIMITED PARTNERSHIP		
<b>Street Address:</b>	535 Griswold Street Suite 2050		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48226		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3314823	VERSALINER	
Registration Number:	3171441	CLINGZ	
Registration Number:	2050952	CLINGZ	
Registration Number:	1696000	WALL WRITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-457-0160		
<b>Email:</b>	trademark@dickinsonwright.com		
<b>Correspondent Name:</b>	Rebecca Gan, Esq. Dickinson Wright PLLC		
<b>Address Line 1:</b>	1901 L St., N.W. Ste. 800		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	28959-24		
<b>NAME OF SUBMITTER:</b>	Rebecca Gan		

**CH \$115.00 3314823**

Signature:	/rgan/
Date:	06/30/2008
<b>Total Attachments: 9</b> source=Clingz#page1.tif source=Clingz#page2.tif source=Clingz#page3.tif source=Clingz#page4.tif source=Clingz#page5.tif source=Clingz#page6.tif source=Clingz#page7.tif source=Clingz#page8.tif source=Clingz#page9.tif	

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is dated as of May ~~2~~<sup>2</sup>, 2008, by CLINGZ, INC., a Delaware corporation ("*Debtor*"), in favor of THE PENINSULA FUND IV LIMITED PARTNERSHIP, a Delaware limited partnership ("*Secured Party*").

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof, as amended, modified or extended from time to time (the "*Note Purchase Agreement*"), by and between Debtor and Secured Party, Secured Party purchased the Senior Subordinated Note from Debtor; and

WHEREAS, it is a condition of closing on the Note Purchase Agreement that Debtor execute and deliver this Agreement to Secured Party;

Debtor agrees as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Note Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

*"Collateral"* has the meaning set forth in Section 2.

*"Copyright Office"* means the United States Copyright Office.

*"Note Purchase Agreement"* is defined in the recitals to this Agreement.

*"Obligations"* means payment and performance of any and all indebtedness, obligations and liabilities of any kind of Debtor to Secured Party under the Note Purchase Agreement and the Other Agreements.

*"PTO"* means the United States Patent and Trademark Office.

*"Security Agreement"* means that certain Security Agreement dated as of the date hereof between Debtor and Secured Party.

*"UCC"* means the Uniform Commercial Code as in effect in the State of Michigan.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Note Purchase Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

## SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and a mortgage upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*");

(i) Patents. (A) All patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(B) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(C) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(ii) Trademarks. (A) All state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such

trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(B) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(C) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(D) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(iii) Copyrights. (A) All of Debtor's present and future United States registered copyrights and copyright registrations, including Debtor's United States registered copyrights and copyright registrations listed in Schedule A to this Agreement, all of Debtor's present and future United States applications for copyright registrations, including Debtor's United States applications for copyright registrations listed in Schedule A to this Agreement, and all of Debtor's present and future copyrights that are not registered in the Copyright Office including, without limitation, derivative works (collectively, the "**Copyrights**"), and any and all royalties, payments, and other amounts payable to Debtor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(B) all of Debtor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(C) all present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights; and

(D) all cash and non-cash proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of (i) U.S. patents and patent applications or registrations, (ii) U.S. trademarks, trademark registrations or applications and (iii) United States registered copyrights and copyright registrations or applications for any rights owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or Copyright Office (as applicable) or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO or Copyright Office (as applicable) at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Debtor shall immediately notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

SECTION 6. Authorization to Supplement. If Debtor shall obtain rights to any new (i) patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent or (ii) trademarks or (iii) United States copyright

registrations or applications, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new (i) patent rights or (ii) trademarks or renewal or extension of any trademark registration or (iii) United States registered copyrights or applications. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights or United States registered copyrights or applications. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Note Purchase Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Michigan, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Michigan.

SECTION 9. Entire Agreement; Amendment. This Agreement, the Note Purchase Agreement and the Other Agreements, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Note Purchase Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Note Purchase Agreement or Other Agreements, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Note Purchase Agreement or Other Agreements.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO or Copyright Office, as applicable.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Note Purchase Agreement.

*[The remainder of this page is left blank intentionally.]*



IN WITNESS WHEREOF, Debtor has duly executed this Agreement, as of the date first above written.

CLINGZ, INC., a Delaware corporation

By: [Signature]  
Name: Les Matthews  
Its: Chairman

STATE OF New Mexico  
COUNTY OF Santa Fe )SS

On this 21st day of May, 2008, before me appeared Les Matthews to me personally known, who, being by me duly sworn, did say that he is the Chairman of ClingZ, Inc., a Delaware corporation, and acknowledged that as such Les Matthews signed and delivered the above instrument as his own free act and deed and as the free act and deed of said corporation.



OFFICIAL SEAL  
TINA MENDOZA  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My commission expires: 8-17-2011

[Signature]  
Notary Public  
Acting in Santa Fe County  
My commission Expires: 8-17-2011

IP Security Agreement

**SCHEDULE A**  
**TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**A. Patents**

Issued U.S. Patents

Patent No.	Issue Date	Title	Owner
US 08/258,794	June 13, 1994	Apparatus and Method for Printing and Polarizing Polymer Electret Film	ClingZ, Inc.
US08/283,571	August 1, 1994	Electrostatic Support System	ClingZ, Inc.
US 08/858,962	May 20, 1997	Electret Film Composition Adapted for Printing on Inkjet Printers	ClingZ, Inc.
US 08/987,344	Dec. 9, 1997	Electret Film Composition Adapted for Printing on Computer Printers and the Like	ClingZ, Inc.
US 08/985,663	Dec. 9, 1997	Electret Film Composition Adapted for Printing on Computer Printers and the Like	ClingZ, Inc.
US 09/249,515	Feb. 12, 1999	Method for Controlling Arcing While Charging a Web	ClingZ, Inc.
US 09/694,250	Oct. 23, 2000	Charged Films Having High Ink Absorbency for Printing on Inkjet Printers	ClingZ, Inc.
US 10/365,865	Sept. 22, 2000	Electret Composition and Method for Printing	

**B. Trademarks**

Issued U.S. Trademarks

Registration No.	Registration Date	Mark	Owner
78/953,237	Aug. 16, 2006	Versaliner	ClingZ, Inc.
78/784,082	April 24, 2003	Clingz	ClingZ, Inc.
75/110,522	May 28, 1996	Clingz	ClingZ, Inc.
74/073,669	June 28, 1990	Wall Write	ClingZ, Inc.
1175719	April 24, 2003	Clingz	ClingZ, Inc.
No Registration Application Filed		Permacharge	ClingZ, Inc.

**C. Copyrights**

None.

DETROIT 28959-24 1041930v3

IP Security Agreement

**TRADEMARK**

**RECORDED: 06/30/2008**

**REEL: 003806 FRAME: 0488**