

**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>
Griplock Systems, LLC		08/01/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	New Resource Bank		
<b>Street Address:</b>	405 Howard Street, Suite 110		
<b>City:</b>	SAN FRANCISCO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2978771	THE ART OF SUSPENSION	
Registration Number:	3003541	GRIPLOCK	
Serial Number:	77337238	CABLE FAST	
Serial Number:	77337251	WHERE IT STOPS IT LOCKS	
Serial Number:	77337249	GRIP LOCK	
Serial Number:	77337235	CABLEFAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)849-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(650)849-4400		
<b>Email:</b>	mary.zimmerman@bingham.com		
<b>Correspondent Name:</b>	Mary R. Zimmerman		
<b>Address Line 1:</b>	Bingham McCutchen LLP		
<b>Address Line 2:</b>	Three Embarcadero Center		
<b>Address Line 4:</b>	SAN FRANCISCO, CALIFORNIA 94111-4067		

CH \$165.00 2978771

ATTORNEY DOCKET NUMBER:	0000334117
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	08/13/2008
Total Attachments: 6 source=IPSecAgt#page1.tif source=IPSecAgt#page2.tif source=IPSecAgt#page3.tif source=IPSecAgt#page4.tif source=IPSecAgt#page5.tif source=IPSecAgt#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 1, 2008, by and between NEW RESOURCE BANK ("*Bank*") and GRIPLOCK SYSTEMS, LLC ("*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 between Bank and Grantor dated August 1, 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, Patents, and other Intellectual Property 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 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.

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

**GRANTOR:**

**GRIPLOCK SYSTEMS, LLC**

Address of Grantor:

KCA PARTNERS  
580 CALIFORNIA ST., 16th Floor, SAN FRANCISCO, CA 94104  
Attn: MANAGER

By: C. Sedgwick Dienst  
Name: C. Sedgwick Dienst  
Title: Manager

**BANK:**

**NEW RESOURCE BANK**

Address of Bank:

405 Howard Street, Suite 110  
San Francisco, CA 94105

Attn: Amanda Peters

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

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

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

**GRANTOR:**

**GRIPLOCK SYSTEMS, LLC**

Address of Grantor:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**BANK:**

**NEW RESOURCE BANK**

Address of Bank:

405 Howard Street, Suite 110  
San Francisco, CA 94105

Attn: Amanda Peters

By: Amanda Peters

Name: Amanda Peters

Title: Senior Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

Griplock Systems Cable Suspension System

TX5898342

06-27-2002

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
Slip-Ring Cable Coupler System and Method	6,761,342	07-13-2004

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
The Art of Suspension	2,978,771	07-26-2005
Griplock	3,003,541	10-04-2005
Cable Fast	77/337,238	11-26-2007
Where it Stops it Locks	77/337,251	11-26-2007
Grip Lock	77/337,249	11-26-2007
Cablefast	77/337,235	11-26-2007

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