

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
Inspired Technologies, Inc.		01/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77249745	INSPIRED TECHNOLOGIES	
Serial Number:	77272899	SMARTDOSE	
Serial Number:	77272902	VIASPIRE	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	9020800		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		

CH \$90.00 77249745

Date:

02/24/2009

Total Attachments: 8

source=Inspired#page1.tif

source=Inspired#page2.tif

source=Inspired#page3.tif

source=Inspired#page4.tif

source=Inspired#page5.tif

source=Inspired#page6.tif

source=Inspired#page7.tif

source=Inspired#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of JANUARY 30, 2009 (the "Effective Date") by and between SILICON VALLEY BANK ("Bank") and INSPIRED TECHNOLOGIES, 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 between Bank and Grantor dated as of July 29, 2008, as amended by that certain First Loan Modification Agreement by and between Bank and Grantor dated as of the date hereof (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 Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Notwithstanding 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]


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:

INSPIRED TECHNOLOGIES, INC.

1061 Main Street, #24
North Huntingdon, Pennsylvania 15642

By: 

Attn: STEPHEN ARNOLD

Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

5 Radnor Corporate Center
100 Mitsonford Road, Suite 555
Radnor, Pennsylvania 19087

By: 

Attn: THOMAS LEADA

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

See schedule on subsequent page

**Case Tracking System
All Cases Summary Report**

Case Number	Case Type	Country	Priority	Client Name	Client Case #	Serial #	Filing Date	Pub/Reg No.	Title	Out
060057	US Patent Nonprovisional	US	Standard	Inspired Technology, Inc. (200)	No Client Case No.	3972007	11/08/07		Title: Method and Apparatus for Delivering a Dose of a Gaseous Drug to a Patient	1
060076	US Patent Provisional	US	Standard	Inspired Technology, Inc. (200)	No Client Case No.	7202007			Title: Apparatus for Molding Liquid Gas	1
070048	US Patent Nonprovisional	US	060076	Inspired Technology, Inc. (200)	No Client Case No.	5712008	09/25/07		Title: Method and Apparatus for Inhalation of a Gas	3
080008	PCT	PCT	060057	Inspired Technology, Inc. (200)	No Client Case No.	1272008			Title: Method and Apparatus for Delivering a Dose of a Gaseous Drug to a Patient	4

Filed: 7/18/08
 Serial # 061082651
 INC. (292)
 NO CLIENT CASE NO.

Filed: 7/18/08
 Serial # 061082651
 INC. (292)
 NO CLIENT CASE NO.

EXHIBIT C

Trademarks

1. Registrations

Mark	Country	Registration No.	Registration Date.
Smartdose	Japan	5177983	10/31/2008
Inspired Technologies	WIPO	954088	02/06/2008
Viaspire	WIPO	958270	02/29/2008

2. Applications

Mark	Country	Application No.	Application Date.
Inspired Technologies	United States	77/249,745	08/08/2007
Smartdose	United States	77/272,899	09/06/2007
Viaspire	United States	77/272,902	09/06/2007
Inspired Technologies	Canada	1,382,377	02/07/2008
Smartdose	Canada	1,385,681	03/03/2008
Viaspire	Canada	1,385,675	03/03/2008
Inspired Technologies	Community Trademark	954088	02/06/2008
Smartdose	Community Trademark	006724967	03/04/2008
Viaspire	Community Trademark	958270	02/29/2008
Inspired Technologies	Japan	954088	02/06/2008
Viaspire	Japan	958270	02/29/2008

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A