

RE 4/9/09

04-21-2009



103557542

To the Director of the U. S. Patent :

Documents or the new address(es) below.

1. Name of conveying party(ies):

Groen Brothers Aviation, Inc.
Groen Brothers Aviation USA, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: Utah
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 10/09/2008

- Assignment Merger
- Security Agreement Change of Name
- Other DOCUMENT ID #: 900131421

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Capital Strategies Fund, Ltd.
 Internal
 Address: 6th Floor
 Street Address: Grand Rue
 City: Montreux
 State: _____
 Country: Switzerland Zip: CH-1820

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship British Virgin Islands
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

78102032

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Christine Slattery
 Internal Address: Proskauer Rose LLP
 Street Address: One International Place
 City: Boston
 State: MA Zip: 02110
 Phone Number: 617 526-9628
 Fax Number: 617 526-9899
 Email Address: cslattery@proskauer.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____
 Authorized User Name _____

9. Signature:

/Christine Slattery/

4/16/09

Signature

Date

Christine Slattery

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1~~04/09/2009~~
~~900131421~~

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	GROEN BROTHERS AVIATION, INC.		10/09/2008
	GROEN BROTHERS AVIATION USA, INC.		10/09/2008
RECEIVING PARTY DATA			
Name:	CAPITAL STRATEGIES FUND, LTD.		
Street Address:	Grand Rue 3		
Internal Address:	8th Floor		
City:	Montreux		
State/Country:	SWITZERLAND		
Postal Code:	CH-1820		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	78102032	HOMELAND DEFENDER
CORRESPONDENCE DATA			
Fax Number:	(617)526-9899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	69139/001		
DOMESTIC REPRESENTATIVE			

CH \$40.00 78102032

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christine Slattery

Signature:

/Christine Slattery/

Date:

04/09/2009

Total Attachments: 7

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TRADEMARK

REEL: 003973 FRAME: 0987

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

*Execution Version***AMENDED AND RESTATED INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") effective as of October 9, 2008, is made by and among GROEN BROTHERS AVIATION, INC., a Utah corporation (the "*Company*"), GROEN BROTHERS AVIATION USA, INC., a Utah corporation (the "*Subsidiary*"), and their respective successors and assigns (collectively, the "*Grantors*") in favor of the Lenders on the signature page hereto and their successors and assigns (the "*Lenders*").

WHEREAS, the Company has entered into a Note Purchase Agreement dated as of October 9, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*"), with certain lenders party thereto, including the Lenders (collectively, the "*Lending Parties*"). Terms defined in the Purchase Agreement and not otherwise defined herein are used herein as defined in the Purchase Agreement.

WHEREAS, as a condition precedent of the Lending Parties entering into the Purchase Agreement and the purchase of Notes thereunder, the Company has executed and delivered, and the Subsidiary has executed a joinder to, that certain Security Agreement dated as of October 9, 2008 made by the Company to the Lending Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Lending Parties, a security interest in, among other property, all intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION I. Grant of Security. Each Grantor hereby grants to the Lenders a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation (including without limitation the Defense Production Act and International Traffic in Arms Regulations) or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

Intellectual Property Security Agreement

7767/69139-001 Current/14147596v1

**TRADEMARK
REEL: 003973 FRAME: 0988**

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Notes, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise, subject to those exceptions expressly set forth in the Security Agreement.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

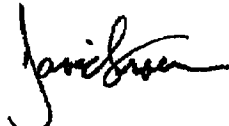
[signatures appear on following page]

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

The parties have executed this Amended and Restated Intellectual Property Security Agreement effective as of the date first written above.

GRANTORS:

GROEN BROTHERS AVIATION, INC.



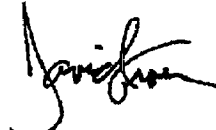
By: _____

Name: David Groen
Its: President & CEO

Address:

2640 West California Avenue, Suite A
Salt Lake City, Utah 84104
ATT: David Groen
Fax: (801) 973-4027

GROEN BROTHERS AVIATION USA, INC.



By: _____

Name:
Its:

Address:

2640 West California Avenue, Suite A
Salt Lake City, Utah 84104
ATT: David Groen
Fax: (801) 973-4027

Intellectual Property Security Agreement

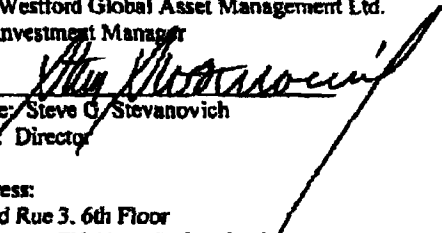
TRADEMARK
REEL: 003973 FRAME: 0990

TO: CHRISTINE SLATTERY COMPANY: PROSKAUER ROSE LLP

LENDERS:

CAPITAL STRATEGIES FUND, LTD.

By: Westford Global Asset Management Ltd.
Its: Investment Manager

By: 
Name: Steve C. Stevanovich
Title: Director

Address:
Grand Rue 3, 6th Floor
Montreux, CH-1820, Switzerland fax:
Facsimile: +41 21 966 79 22

Intellectual Property Security Agreement

TO:CHRISTINE SLATTERY COMPANY:PROSKAUER ROSE LLP

Schedule A**Patents**

Title	Patent No. / Issue Date
Dual-Control Stick for Autogyro Aircraft	6,347,770 / February 19, 2002
Autogyro Aircraft	5,304,036 / April 19, 1994
Autogyro Aircraft	5,301,900 / April 12, 1994
Autogyro Aircraft	5,544,844 / August 13, 1996

Intellectual Property Security Agreement

TRADEMARK
REEL: 003973 FRAME: 0992

TO:CHRISTINE SLATTERY COMPANY:PROSKAUER ROSE LLP

Schedule B**Trademarks**

Mark	Serial Number
HOMELAND DEFENDER	78102032

Intellectual Property Security Agreement

TRADEMARK
REEL: 003973 FRAME: 0993

TO:CHRISTINE SLATTERY COMPANY:PROSKAUER ROSE LLP

Schedule C

Copyrights

None.

Intellectual Property Security Agreement