



07-26-2010

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103602765

### RECORDATION FORM FOR TRADEMARK

To the Director of the U. S. Patent and Trademark Office: Please record the enclosed documents or the new address(es) below.

7-22-10

**1. Name of conveying party(ies):**  
Keith McMillen Instruments Joint Venture

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: California  
 Other Joint Venture

Citizenship (see guidelines) \_\_\_\_\_  
 Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No  
 Additional names, addresses, or citizenship attached?

Name: KURTIS W. McMILLEN  
 Internal Address: \_\_\_\_\_  
 Street Address: 4918 Pelehu Rd.  
 City: Kapa'a  
 State: Hawaii  
 Country: USA Zip: 96747

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other Individual      Citizenship USA

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)

**3. Nature of conveyance / Execution Date(s):**  
 Execution Date(s) February 1, 2010

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

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

A. Trademark Application No. (s)  
77/646-807  
77/504,550

B. Trademark Registration No. (s)  
 \_\_\_\_\_

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
Batt-O-Meter  
StringPort

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

Name: Susan A Morgan  
 Internal Address: \_\_\_\_\_  
 Street Address: 2063 Main Street, #170  
 City: Oakley  
 State: California Zip: 94561  
 Phone Number: 925-392-8663  
 Fax Number: 925-625-0166  
 Email Address: susan@karovichlaw.com

**6. Total number of applications and registrations involved:** two (2)

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 65.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

07/26/2010 DTIMBERL 00000053 77646007  
 Deposit Account Number \_\_\_\_\_ 40.00 OP  
02 FC:8522 \_\_\_\_\_ 25.00 OP  
 Authorized User Name \_\_\_\_\_

**9. Signature:** Mitchell L. Garrett 22 July 2010  
 Signature Date  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 20

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 22313-1460

**ADDENDUM TO RECORDATION FORM COVER SHEET**

**TRADEMARKS (PTO-1594)**

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**1. CONTINUATION OF ITEM 1: NAME OF CONVEYING PARTIES – ADDITIONAL PARTIES:**

Kesumo, LLC  
– a California limited liability company

StringPort, LLC  
– a California limited liability company

**2. CONTINUATION OF ITEM 2: NAME AND ADDRESS OF RECEIVING PARTIES – ADDITIONAL PARTIES:**

PAUL DRESHER  
51 Avenida Dr.  
Berkeley, CA 94708  
-individual, USA citizenship

SHARON OLSON  
3841 Kelly Blvd.  
Carrollton, TX 75007  
-individual, USA citizenship

AMANDA McCOY  
1281 64<sup>th</sup> St.  
Emeryville, CA 94608  
-individual, USA citizenship

STEVE BLINDER  
127 Arena Street  
El Segundo, CA 90245  
-individual, USA citizenship

TRINI & LISA AMADOR  
21970 Moscow Road  
P.O. Box 230  
Duncan Mills, CA 95430  
-individual, USA citizenship

KENNETH McMILLEN  
500 Edwards Dr.  
Norman, OK 73072  
-individual, USA citizenship

**ADDENDUM TO RECORDATION FORM COVER SHEET**

**TRADEMARKS (PTO-1594)**

---

**2. CONTINUATION OF ITEM 2: NAME AND ADDRESS OF RECEIVING PARTIES – ADDITIONAL PARTIES:**

GLEN HAUER  
1417 Carleton Street  
Berkeley, CA 94702  
-individual, USA citizenship

GORDON GEE  
1594 Portland Ave.  
Berkeley, CA 94707  
-individual, USA citizenship

CLAUDE SPRAGUE  
1210 Hearst Avenue  
Berkeley, CA 94702  
-individual, USA citizenship

SPENCER WEISBROTH & EDITH de JONG  
1862 10<sup>th</sup> Ave.  
San Francisco, CA 94122  
-individual, USA citizenship

VANCE GALLOWAY  
3936 SW Orchard St.  
Seattle, WA 98136  
-individual, USA citizenship

JOHN D. PAUL  
42 Truman Drive  
Novato, CA 94947  
-individual, USA citizenship

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is made as of February 1, 2010 (the “*Effective Date*”) by Keith McMillen Instruments Joint Venture, a California Joint Venture (“*Borrower*”), and the parties to that certain Security Agreement, dated of even date herewith, by and among Borrower and the parties listed as Secured Parties therein (the “*Secured Parties*”) (the “*Security Agreement*”), to secure certain indebtedness of Borrower as defined in the Security Agreement. Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Security Agreement.

### RECITALS

A. Borrower is composed of certain joint venture entities (the “*Joint Venturers*”) that make up Borrower pursuant to that certain Keith McMillen Instruments Joint Venture Agreement, dated as of December 15, 2009 (the “*KMI Agreement*”), and

B. Pursuant to (i) the Security Agreement and (ii) certain other documents (including this Agreement), Borrower has granted or will be granting to the Secured Parties a continuing security interest in certain personal and intellectual property of the Joint Venturers, including all right, title and interest of the Joint Venturers in, to and under the Patent Collateral (as defined below) and the Trademark Collateral (as defined below) to secure Borrower’s Indebtedness.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower grants to the Secured Parties, to secure Borrower’s Indebtedness (as defined in the Security Agreement), a continuing security interest in all of each of the Joint Venturer’s right, title and interest in, to and under the following:

(1) The “*Patent Collateral*”, which is to include the patents, patent applications, provisional patents applications and PCT applications, listed on Attachment 1-A, attached hereto and any future related non-provisional patent applications, any conversion of the provisional patent applications, and any patent issued in connection with such applications (including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part, renewals or extensions thereto).

(2) The “*Trademark Collateral*”, which is to include the trademarks and trademark applications listed on Attachment 1-B, attached hereto (including any goodwill relating to any of the foregoing and any rights or items necessary to such goodwill to prevent any assignment from being an assignment in gross).

Collectively, the Patent Collateral and the Trademark Collateral, the “*IP Collateral*”.

Borrower will file, within thirty (30) days of the Effective Date of this Agreement, appropriate documents with U.S. Patent and Trademark Office, in order to evidence the perfection of the Secured Parties’ rights in the IP Collateral, and to perfect and maintain such

security interests in the IP Collateral granted to the Secured Parties hereby, and to give any third party notice of the Secured Parties' interest in the IP Collateral. A copy of the filings made hereunder will be furnished to the Secured Parties, upon their request. Upon the full and final discharge of all Indebtedness of Borrower (as to any Secured Party), the Secured Parties (or such Secured Parties) will each execute and deliver such documents as may be reasonably necessary and requested by Borrower to release the IP Collateral from the security interest granted to the Secured Parties (or such Secured Parties) in this Agreement.

Borrower may not sell, transfer, assign or further encumber the IP Collateral, *except* to the extent expressly permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Joint Venturers to the Secured Parties pursuant to the Security Agreement. Borrower acknowledges and affirms that the rights and remedies with respect to the security interest in the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


**[Signature page follows]**

IN WITNESS WHEREOF, the undersigned have executed this **Intellectual Property Security Agreement** effective as of the Effective Date first above written.

**BORROWER:**

**SECURED PARTIES:**

**Keith McMillen Instruments Joint Venture**

By: 

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.


Berkeley, CA 94708

The terms of this Intellectual Property Security Agreement are explicitly agreed to and acknowledged by each of the following parties (each a joint venturer in Borrower):

**KESUMO, LLC**  
**A California limited liability company**

**STRINGPORT, LLC**  
**A California limited liability company**

By: 

By: 

Name: Keith A. McMillen

Name: Keith A. McMillen

Title: Managing Member

Title: Managing Member

**Attachments:**

Attachment 1-A: Patent Collateral

Attachment 1-B: Trademark Collateral

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Security Agreement effective as of the Effective Date first above written.

**BORROWER:**

**Keith McMillen Instruments Joint Venture**

**SECURED PARTIES:**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

By: Kurtis W. McMillen

Name: KURTIS W McMILLEN

Address: 4918 PELEHU ROAD  
KAPAA HI 96746

The terms of this Intellectual Property Security Agreement are explicitly agreed to and acknowledged by each of the following parties (each a joint venturer in Borrower):

**KESUMO, LLC**

**A California limited liability company**

**STRINGPORT, LLC**

**A California limited liability company**

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

Name: Keith A. McMillen

Title: Managing Member

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

Name: Keith A. McMillen

Title: Managing Member

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

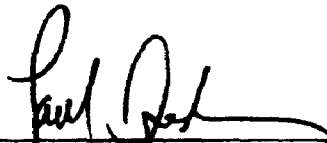
Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Paul Overaker

Address: 51 Avenida Dr.

Berkeley, CA 94708

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**KESUMO, LLC**

**A California limited liability company**

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

Name: Keith A. McMillen

Title: Managing Member

**STRINGPORT, LLC**

**A California limited liability company**

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

Name: Keith A. McMillen

Title: Managing Member

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**BORROWER:**

**SECURED PARTIES:**

**Keith McMillen Instruments Joint Venture**

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

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

Name: Keith A. McMillen

Name: Shawn Olson

Title: Agent

Address: 3841 Nolly Blvd.

Address: 970 Miller Ave.

Carrollton, TX 75007

Berkeley, CA 94708

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**KESUMO, LLC**  
**A California limited liability company**

**STRINGPORT, LLC**  
**A California limited liability company**

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

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

Name: Keith A. McMillen

Name: Keith A. McMillen

Title: Managing Member

Title: Managing Member

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**BORROWER:**

**Keith McMillen Instruments Joint Venture**

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


Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: AMANDA MCCOY

Address: 1291 64th ST

EMERYVILLE CA 94608

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**A California limited liability company**

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

Name: Keith A. McMillen

Title: Managing Member

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

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**SECURED PARTIES:**

**Keith McMillen Instruments Joint Venture**

By: 

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

By: 

Name: Steve Blinder

Address: 1287 Alena St

E 1 Segundo CA

980245

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**KESUMO, LLC**

**A California limited liability company**

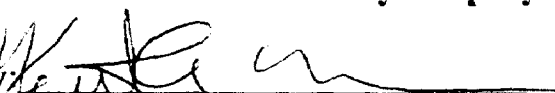
By: 

Name: Keith A. McMillen

Title: Managing Member

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


Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

Name: LISA AMADOR

Address: PO. BOX 230

DUNCANS MILL CA

95470

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**A California limited liability company**

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

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

By: Keith A. McMillen

Name: Keith A. McMillen

Address: 500 Edwards Dr.

Norman, OK 73072

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


Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

Name: Glen Hauer

Address: 1417 Carleton St

Berkeley, CA 94702

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

Name: Keith A. McMillen

Title: Managing Member

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**SECURED PARTIES:**

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By: 

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.  
Berkeley, CA 94708

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

Name: 

Address: 1594 Postland Ave  
Berkeley CA  
94707

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A California limited liability company

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A California limited liability company

By: \_\_\_\_\_  
Name: Keith A. McMillen  
Title: Managing Member

By: \_\_\_\_\_  
Name: Keith A. McMillen  
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By: \_\_\_\_\_

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Claude Sprague

Address: 1210 Hearst Avenue  
Berkeley, CA 94702

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**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

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

Name: Spencer W. Webster - Ed. de Jong

Address: 1862 10th Ave

San Francisco CA 94122

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**A California limited liability company**

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**Keith McMillen Instruments Joint Venture**

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

Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: Vance Galloway

Name: Vance Galloway

Address: 3936 SW Orchard St  
Seattle, WA 98136

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Name: Keith A. McMillen

Title: Managing Member

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By: 

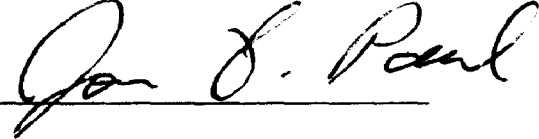
Name: Keith A. McMillen

Title: Agent

Address: 970 Miller Ave.

Berkeley, CA 94708

**SECURED PARTIES:**

By: 

Name: Jon D. Paul

Address: #42 Truman Drive

Novato, CA 94947

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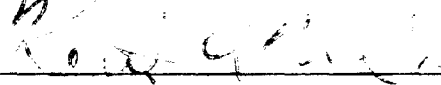
By: 

Name: Keith A. McMillen

Title: Managing Member

**STRINGPORT, LLC**

**A California limited liability company**

By: 

Name: Keith A. McMillen

Title: Managing Member

**Attachments:**

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Attachment 1-B: Trademark Collateral

**ATTACHMENT 1-A**  
**PATENT COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	U.S. Provisional Patent	In Situ Battery Tester (Batt-O-Meter)	Serial No.: 61/104,178 Filing Date: October 9, 2008
	U.S. Patent Application		Serial No: 12/436,614 Filing Date: May 6, 2009
	PCT Application		Serial No. PCT/US2009/060036 Filing Date: October 8, 2009
Kesumo, LLC	U.S. Provisional Patent	Sensor Bow for Stringed Instrument	Serial No. 61/055,087 Filing Date: May 21, 2008
	U.S. Patent Application		NO. 12/467,136 Filing Date: May 15, 2009
	PCT Application		Serial No. PCT/US2009/044382 Filing Date: May 18, 2009
StringPort LLC	U.S. Provisional Patent	Computer Input Device for Polyphonic Stringed Instruments	Serial No: 61/079,691 Filing Date: July 10, 2008
	U.S. Patent Application		NO. 12/501,015 Filing Date: July 10, 2009
	PCT Application		Serial No. PCT/US2009/050275 Filing Date: July 10, 2009
Kesumo, LLC	U.S. Provisional Patent	Foot Operated Controller (SoftStep)	Serial No: 61/252,426 Filing Date: October 16, 2009

All Patent Collateral is located at: 970 Miller Ave, Berkeley, CA 94708.

**ATTACHMENT 1-B**  
**TRADEMARK COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	Trademark Application	Batt-O-Meter	Serial Number 77/646-807
StringPort, LLC	Trademark Application	StringPort	Serial Number 77/504,550

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