

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
Freedom Scientific Inc.		11/17/2010	CORPORATION: DELAWARE
Freedom Scientific BLV Group, LLC		11/17/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RBC Bank (USA) Inc.
Street Address:	75 Fifth Street
Internal Address:	Suite 900
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3142224	MAGIC
Registration Number:	3024437	SCANTALKER
Registration Number:	2787622	TESTTALKER
Registration Number:	2681934	WHIZ WHEELS
Registration Number:	2520226	FREEDOM SCIENTIFIC
Registration Number:	1606168	JAWS
Registration Number:	3321185	TOPAZ
Registration Number:	3403312	OPAL
Registration Number:	3517470	EYEMERGE
Registration Number:	3584411	SAPPHIRE
Registration Number:	3599121	ONYX
Registration Number:	3706198	RUBY

CH \$390.00 3142224

Registration Number:	3858289	PEARL
Registration Number:	3611706	OPENBOOK
Serial Number:	85159023	BRAILLEIN

CORRESPONDENCE DATA

Fax Number: (404)853-8806
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404.853.8127
Email: julie.murphy@sutherland.com
Correspondent Name: Sutherland Asbill & Brennan LLP
Address Line 1: 999 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	19893-0035
NAME OF SUBMITTER:	Brennan Posner
Signature:	/Brennan Posner/
Date:	11/18/2010

Total Attachments: 8
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Customer No.: _____
Loan No.: _____

RBC Bank (USA)

Intellectual Property Security Agreement

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of November 17, 2010, by FREEDOM SCIENTIFIC INC. and FREEDOM SCIENTIFIC BLV GROUP LLC (collectively, "Borrower"), with a mailing address of 11800 31st Court North, St. Petersburg, Florida 33716 to RBC BANK (USA) ("Bank"), with a mailing address of 75 Fifth Street, Suite 900, Atlanta, Georgia 30308.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Loan Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. To secure the obligations of Borrower under the Loan Agreement, Borrower has entered into that certain Pledge and Security Agreement contemporaneously herewith by Borrower in favor of Bank (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Security Agreement"), pursuant to which Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property Collateral (as hereinafter defined), and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations (as defined in the Security Agreement), both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter acquired (collectively, the "Intellectual Property Collateral"): (i) copyrights, trademarks and patents (including, without limitation, those copyrights, patents and trademarks listed on Exhibits A, B and C attached hereto); (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Borrower now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement 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; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing (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.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in

the Loan Agreement, the Security Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement, in the Security Agreement, in the other Loan Documents and as provided at law and in equity. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in the Security Agreement and in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the Security Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Security Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make disbursements under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations (as defined in the Security Agreement) are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property Collateral. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be

binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement and the Security Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

(Signatures Appear on Next Page)

IN WITNESS WHEREOF, Borrower has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

FREEDOM SCIENTIFIC INC.

By: Roy Rafalco
Print Name: Roy D. Rafalco
Title: Chief Financial Officer, General Counsel and Secretary

Witness:

Scott All
Print Name: _____

FREEDOM SCIENTIFIC BLV GROUP, LLC

By: Roy Rafalco
Print Name: Roy D. Rafalco
Title: Chief Financial Officer, General Counsel and Secretary

Witness:

Scott All
Print Name: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENT REGISTRATIONS

TITLE	PATENT NUMBER	DATE
Methods of teaching mathematics to disabled students	5827066	10/27/98
Method for displaying an internet web page with an area of focus	7082577	7/25/06
Navigation aid for refreshable Braille display and other text products for the vision impaired	6987467	1/17/06
Braille input device	7029190	4/18/06
Contaminant-tolerant Braille pins	6902403	6/7/05
Contaminant-tolerant Braille pins	7083416	8/1/06
Tactile display driven by shape memory wires	5718588	2/17/98
Braille cell assembly having holder tray	5685720	11/11/97
System and method for tracking a pedestrian	5470233	11/28/95
Magnifier having slideably mounted camera	7172305	2/6/07
Illuminator having forward lighting	7172304	2/6/07
Document placemaker	6993707	1/31/06
Braille display for use with a notetaker and with a personal computer for blind and low vision users	7407335	8/5/08
Braille cell cap	7367806	5/6/08
Multimodal structured extensible language delivery system and method	7818664	10/19/10
Braille display assembly	7462034	12/9/08
Electromechanical tactile cell assembly	7410359	8/12/08
Braille Cell Cap	7722355	5/25/10
Electromechanical Tactile Cell Assembly	7775797	8/17/10
Portable Multi Position Magnifier Camera (Design)	D614,220	4/20/10
Hand Held Multi Position Magnifier Camera (Design)	D624107	9/21/10

PATENT APPLICATIONS

TITLE	APPLICATION NUMBER	DATE
Low vision enhancement for graphic user interface	10/906854	3/9/05
Screen reader having concurrent communication of non-textual information	10/710910	8/12/04
Reading alerts and skim-reading system	11/163267	10/12/05
Screen reader list view presentation method	11/164192	11/14/05
Custom labeler for screen readers	11/306013	12/14/05
Custom summary views for screen reader	11/623529	1/16/07
Desktop electronic magnifier	11/379327	4/19/06
PDT magnifier camera illumination	11/689019	3/21/07
Distance camera having a memory module	11/560670	11/16/06
Graphic user interface control object stabilization	11/673671	2/12/07
System-wide content-sensitive text stylization	11/673678	2/12/07

TITLE	APPLICATION NUMBER	DATE
and replacement		
Background Archiving and Presentation Method	12/201367	8/29/08
Portable Multi Position Magnifier Camera	12/235182	9/22/08
Portable Multi Position Magnifier Camera	12/235207	9/22/08
Portable Multi Position Magnifier Camera	12/235240	9/22/08
Onscreen Synchronization of Selection in Virtual Document	12/399523	3/06/09
Multiposition Handheld Magnifier Camera	12/478993	6/05/09
Bi-Directional Text Contraction and Expansion	12/503362	7/15/09
Systems and Methods for Imaging Objects	12/563814	9/21/09
Braille Cell Cap	12/645654	12/23/09
Pathfinder Document Navigation Method	12/759991	4/14/10
Text Viewer for System Wide Magnification	12/817689	6/17/10
Vector-Based Magnified Pointer	12/828765	7/01/10
Magnification Interface with Independent Pointer Sizing	12/828735	7/01/10
Electromechanical Tactile Cell Assembly	12/856253	8/13/10
Desktop Electronic Magnifier	12/900224	10/07/10
Desktop Electronic Magnifier (Design)	29/376481	10/07/10

EXHIBIT C

TRADEMARK REGISTRATIONS

TITLE	TRADEMARK NUMBER	DATE
MAGIC	3142224	9/12/06
SCANTALKER	3024437	12/06/05
TESTALKER	2787622	11/25/03
WHIZ WHEELS	2681934	1/28/03
FREEDOM SCIENTIFIC	2520226	12/18/01
JAWS	1606168	7/17/90
TOPAZ	3321185	10/23/07
OPAL	3403312	3/25/08
EYEMERGE	3517470	10/14/08
SAPPHIRE	3584411	3/3/09
ONYX	3599121	3/31/09
RUBY	3706198	11/3/09
PEARL	3858289	10/5/10
BRAILLEN	85/159023	10/22/10
OPENBOOK	3611706	4/28/09