

**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
OCEAN TOMO, LLC		11/15/2010	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

Name:	FIRST MIDWEST BANK
Street Address:	725 Waukegan Rd.
City:	Deerfield
State/Country:	ILLINOIS
Postal Code:	60015
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	77279145	USP #
Registration Number:	3066901	INTELLECTUAL CAPITAL EQUITY
Registration Number:	3069498	INTELLECTUAL CAPITAL MERCHANT BANK
Serial Number:	77267574	INVENTOR
Registration Number:	3628893	
Registration Number:	3215407	OCEAN TOMO 300
Registration Number:	3141690	OCEAN TOMO
Serial Number:	77258031	THE IDEA CARD

**CORRESPONDENCE DATA**

Fax Number: (312)207-6400  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-207-1000  
 Email: ipdocket-chi@reedsmith.com  
 Correspondent Name: Joel R. Schaidner

**900175912**

**TRADEMARK  
 REEL: 004418 FRAME: 0858**

**OP \$215.00 77279145**

Address Line 1: 10 South Wacker Drive  
Address Line 2: Reed Smith, LLP  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:

Joel R. Schaider

Signature:

/Joel R. Schaider/

Date:

11/19/2010

**Total Attachments: 9**

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 15th day of November, 2010 by **OCEAN TOMO, LLC**, an Illinois limited liability company ("Grantor"), in favor of **FIRST MIDWEST BANK** ("Lender").

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Loan and Security Agreement dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") with Lender, pursuant to which Lender has agreed to make a revolving loan to Grantor;

WHEREAS, Grantor has granted to Lender a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized but not otherwise defined herein shall have the same meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each federally and foreign registered trademarks listed on Schedule 1, trademark application listed on Schedule 1 (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Except as otherwise provided in the Loan Agreement or herein, Grantor agrees not to pledge, sell, assign, transfer, create or suffer to exist a Lien upon or encumber or allow or suffer to be encumbered in any way except for Permitted Liens, any of the Trademarks without prior written consent of Lender. Notwithstanding the foregoing, Grantor

may enter into licensing arrangements with respect to the Trademarks in the ordinary course of its business.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks listed on Schedule 1 attached hereto constitute all federally registered trademarks and trademark applications owned or registered to Grantor as of the date of this Agreement that constitute the Collateral.

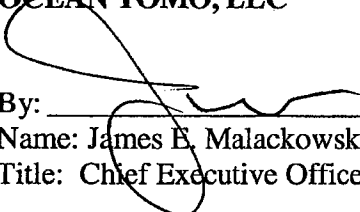
5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its conflicts of laws rules.

**[Signatures to appear on following page]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**OCEAN TOMO, LLC**

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

Name: James E. Malackowski  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**FIRST MIDWEST BANK**

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

Name: Kyle Freimuth  
Title: Senior Vice President

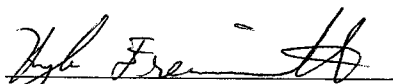
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**OCEAN TOMO, LLC**

By: \_\_\_\_\_  
Name: James E. Malackowski  
Title: Chief Executive Officer

Agreed and Accepted  
As of the Date First Written Above

**FIRST MIDWEST BANK**

By:   
Name: Kyle Freimuth  
Title: Senior Vice President

## SCHEDULE 1

### I. OCEAN TOMO INTELLECTUAL PROPERTY - TRADEMARKS

<i>Application #</i>	<i>Country</i>	<i>Registration #</i>	<i>Title</i>	<i>Filing Date</i>
77/279,145	US		"CARD FACE"	9/13/2007
78/238,687	US	3,066,901	"INTELLECTUAL CAPITAL EQUITY"	4/17/2003
78/240,254	US	3,069,498	"INTELLECTUAL CAPITAL MERCHANT BANK"	4/21/2003
77/267,574	US		"INVENTOR"	8/29/2007
5176862	EC	5,176,862	"OCEAN TOMO 'WAVE' LOGO"	7/3/2006
2006-089967	Japan	5,109,885	"OCEAN TOMO 'WAVE' LOGO"	9/27/2006
192,293	Israel	192,293	"OCEAN TOMO 'WAVE' LOGO"	7/25/2006
41-2006-0024242	Korea	41-0165990	"OCEAN TOMO 'WAVE' LOGO"	9/25/2006
71-2007-118	Korea	41-0165990	"OCEAN TOMO 'WAVE' LOGO"	8/17/2007
5,631,487	China	5,631,487	"OCEAN TOMO 'WAVE' LOGO"	9/26/2006
78/846,951	US	3,628,893	"OCEAN TOMO 'WAVE' LOGO"	3/27/2006
71-2007-117	Korea	41-016484	"OCEAN TOMO 'WAVE' LOGO"	8/7/2007
78/848,214	US	3,215,407	"OCEAN TOMO 300"	3/28/2006
78/712,001	US	3,141,690	"OCEAN TOMO"	9/13/2005
192,292	Israel	192,292	"OCEAN TOMO"	7/25/2006
2006-089966	Japan	5,143,713	"OCEAN TOMO"	9/27/2006
41-2006-0024243	Korea	41-0161484	"OCEAN TOMO"	9/25/2006
5176301	EC	5,176,301	"OCEAN TOMO"	7/3/2006
5,634,186	China		"OCEAN TOMO"	9/26/2006
	China	5,318,947	"OCEAN TOMO"	
	China	5,318,966	"OCEAN TOMO"	
	China	5,318,957	"OCEAN TOMO"	
77/258,031	US		"THE IDEA CARD"	8/17/2007

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 15<sup>th</sup> of November, 2010, before me personally appeared James E. Malackowski to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ocean Tomo, LLC, an Illinois limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

*M L Chuinard*

\_\_\_\_\_  
Notary Public

My Commission Expires:





## POWER OF ATTORNEY

OCEAN TOMO, LLC, an Illinois limited liability company (the "Grantor"), hereby authorizes FIRST MIDWEST BANK, its successors and assigns, and any officer or agent thereof (collectively, "Lender"), as Lender under that certain Loan and Security Agreement dated as of November 15, 2010 between Lender and Grantor (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), following the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Lender to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Lender dated as of November 15, 2010 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor a supplement to the Trademark Security Agreement, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else including, without limitation, the power to execute on behalf of Grantor a Trademark, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement. Nothing herein contained shall obligate Lender to use or exercise any rights granted herein.

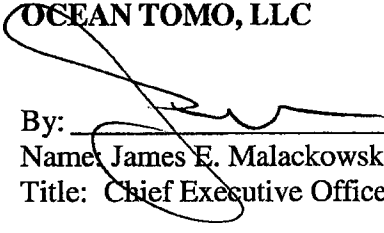
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

**OCEAN TOMO, LLC**

By:   
Name: James E. Malackowski  
Title: Chief Executive Officer

**[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]**

**TRADEMARK  
REEL: 004418 FRAME: 0867**

**COMPANY ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
STATE OF : SS  
COUNTY OF :

On this 15<sup>th</sup> of November, 2010, before me personally appeared James E. Malackowski, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Ocean Tomo, LLC, an Illinois limited liability company, that he signed the Agreement thereto pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

*M L Chuinard*

Notary Public

My Commission Expires:



[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK SECURITY AGREEMENT]