

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
RAVE LLC		09/01/2011	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3311766	ENABLING TOMORROW'S TECHNOLOGY TODAY	
Registration Number:	3378532	NANOBITS	
Registration Number:	3777729	MERLIN	
Registration Number:	3903813	RHAZER	
Registration Number:	3940192	BITCLEAN	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5016		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586771416		
Email:	lisa.ortiz@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	ATTN: LISA ORTIZ		
Address Line 2:	4365 EXECUTIVE DRIVE, SUITE 100		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		

CH \$140.00 3311766

ATTORNEY DOCKET NUMBER:	355157-000102
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	09/01/2011
Total Attachments: 5 source=RAVE LLC - IPSA#page1.tif source=RAVE LLC - IPSA#page2.tif source=RAVE LLC - IPSA#page3.tif source=RAVE LLC - IPSA#page4.tif source=RAVE LLC - IPSA#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of «Date»September 1, 2011 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and RAVE LLC«Borrower», ("Grantor") is made with reference to the Business Financing Agreement, dated as of September 1, 2011 (as amended from time to time, the "Financing Agreement"), by and among Lender, Grantor and RAVE N.P., INC. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) 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;

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

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing

Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RAVE LLC

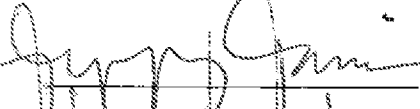
By: 

Name: Barry Hopkins

Title: CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: JEFFREY JAMIER

Title: SVP

Address for Notices:

Attn: Barry Hopkins, CEO
430 S. Congress Avenue, Suite 7
Delray Beach, FL 33445
Fax:

Address for Notices:

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55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
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EXHIBIT A

COPYRIGHTS

PLEASE FILL IN

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

RAVE Trademarks

Matter	Country	Trademark	Status	App #	Filing Date	Reg. Number	Reg. Date	Class	Recorded Owner
032860.0 00002	United States of America	ENABLING TOMORROW'S TECHNOLOGY TODAY	Registered		11-Aug-05	3311766	16-Oct-07	09 Int., 37 Int.	RAVE, LLC
032860.0 00003	United States of America	NANOBITS	Registered		12-Aug-05	3378532	05-Feb-08	07 Int.	RAVE, LLC
032860.0 00004	United States of America	MERLIN	Registered		06-Sep-09	3777729	20-Apr-10	09 Int.	RAVE, LLC
032860.0 00006	Korea, Republic of	MERLIN	Pending	40-2009-44026	09-Sep-09			09 Int.	RAVE, LLC
032860.0 00007	Japan	MERLIN	Pending	2009-083769	05-Nov-09			09 Int.	RAVE, LLC
032860.0 00008	US	RHAZER	Registered			3903813	1-Jan-11	09 Int.	RAVE, LLC
032860.0 00009	US	BITCLEAN	Registered	85-046,379	1-Jun-10	3940192	5-Apr-11	09 Int.	RAVE, LLC

RAVE Patents

Number	Name	App #	History	Issued	Status
310US	Improved Scan Data Collection (Scan Data)	10/274,669	Filed 10/18/02	7,053,369	Issued 5/20/08
320US	Improved Scan Data Collection (Scan Data 2)	11/078,583	Filed 3/17/08	7,547,882	Issued 6/16/09
1020US	Apparatus & Method for Modifying an Object (Chem-Nano)	11/047,877	Filed 2/27/08	7,323,888	Issued 1/29/08
1021PCT	Apparatus & Method for Modifying an Object (PCT Chem-Nano)	PC/US2006/003494	Filed 2/20/06	N/A	Natl phase JP, GR, KR, 7/07
1022TW	Apparatus & Method for Modifying an Object (TW Chem-Nano)	95104272	Filed 2/8/06		Pending
1023US	Apparatus & Method for Modifying an Object (Chem-Nano 2)	11/145,203	Filed 5/2/08	7,495,240	Allowed 12/09. Issued 2/24/08
1024GR	Apparatus & Method for Modifying an Object (GR Chem-Nano)	11209800310/0/0	Filed 8/2/07		Paid annuity fee 2/28/11. No OA yet. Pending.
1025JP	Apparatus & Method for Modifying an Object (JP Chem-Nano)	2007-554178	Filed 8/2/07		Pending.
1026KR	Apparatus & Method for Modifying an Object (KR Chem-Nano)	10-2007-7018912	Filed 8/31/07		Requested examination 1/12/11. Pending.
1027US	Apparatus & Method for Modifying an Object (Chem-Nano 3)	12/353,578	Filed 1/14/09	N/A	Rejection rec'd 1/11. IP team elected to abandon 4/11; informed Baker 7/11. Expensed 8-5-11.
1040US	Method & Device for Controlling Sample Position (Laser Stage)	11/347,575	Filed 2/6/06		Amendment filed 9/10. Non-final OA rec'd 6/11. Response due 9/13/11.
1041PCT	Method & Device for Controlling Sample Position (PCT Laser Stage)	PC/US2007/003255	Filed 2/6/07	N/A	Abandoned. Elected not to enter Nat'l phase 6/08. Expensed
1060US	N/A			N/A	Not filed. Expensed 8/09.
1080US	N/A			N/A	Not filed. Expensed 8/09.
1100US	N/A			N/A	Not filed. Expensed 8/09.
1120US	Apparatus & Method for Direct Surface Cleaning (Direct Provisional)	80954,986	Filed 8/9/07	N/A	Replaced by 1121US. Decided not to foreign file. Expensed
1121US	Apparatus & Method for Direct Surface Cleaning (Direct)	12/189,564	Filed 9/8/09		OA rec'd 9/10. Amendment filed 1/11. Final rejection issued 3/11 (reputed 6/11). Response due 9/24/11.
1140US	Apparatus & Method for Indirect Surface Cleaning (Indirect Provisional)	60/954,989	Filed 6/9/07	N/A	Expired 8/08. Replaced by 1141US. Expensed 12/08.
1141US	Apparatus & Method for Indirect Surface Cleaning (Indirect)	12/085,178	Filed 3/25/06	7,893,464	Issued 8/9/11
1142US	Apparatus & Method for Photomask Modification (Phase Provisional)	61/040,291	Filed 3/28/08	N/A	Expired 3/09. Replaced by 1146PCT. Expensed 8/09.
1143US	Apparatus & Method for Indirect Surface Cleaning (Expedited indirect)	12/277,106	Filed 11/24/08	N/A	Final rejection issued 11/27/09. Expensed 12/08/09.
1143A	Apparatus & Method for Indirect Surface Cleaning (Expedited indirect)	same as above			Appeal filed 3/24/10. Booketed 9/10. Pending.
1145PCT	Apparatus & Method for Indirect Surface Cleaning (PCT indirect)	PC/US2008/071548	Filed 7/30/08	N/A	Intl search report 11/08. Nat'l phase entry JP, KR, SG, EU 2/10.
1146PCT	Apparatus and Method for Modifying Optical Material Properties (PCT indirect)	PC/US2008/008595	Filed 8/11/08	N/A	Add'l phase effects. Nat'l phase JP, KR, EU 2/10. Pending.
1147EU	Apparatus and Method for Indirect Surface Cleaning (EU indirect)	8798835.0			Amended claims 4/19/10. Pending.
1148JP	Apparatus and Method for Indirect Surface Cleaning (JP indirect)				JP National Phase of Matter 1145. Instructed BH to req exam and amend to 1141 (allowed) claims 7-21-11.
1149KR	Apparatus and Method for Indirect Surface Cleaning (KR indirect)				KR National Phase of Matter 1145. Pending.
1150SG	Apparatus and Method for Indirect Surface Cleaning (SG indirect)				rec'd 7/11. Response due 8/13/11. Instructed BH to respond by amending to 1141 (allowed) claims 7-21-11.
1151EU	Apparatus and Method for Modifying Optical Material Properties (EU indirect Phase)	8795203.2			to determine if we could file divisional for 1141 claims 7-21-11. Pending.
1152KR	Apparatus and Method for Modifying Optical Material Properties (KR indirect)				KR National Phase of Matter 1146. Pending.
1153JP	Apparatus and Method for Modifying Optical Material Properties (JP indirect Phase)				JP National Phase of Matter 1146. Pending.
1160US	System & Method Crosshatch nm Small High Aspect 3D Structures (COBRA)	61/073,561	Filed 6/18/08	N/A	Elected not to foreign file b/c bars JP, KR, TW. Comb w/1220 US
1190US	Vertical Indent Production Repair (VPR)	11/889,537	Filed 9/17/07	7,823,360	Elected not to foreign file b/c bars JP, KR, TW. Issued 11/9/10. OA rec'd 10/09. Amendment filed 2/10. Final OA rec'd 4/10. Amendment filed 9/10. Non-final OA rec'd 11/10. Amendment filed 4/11. Final OA rec'd 6/25/11. Response due 9/24/11. BH to prepare RCE with claim amendments to address indefiniteness reissues.
1200US	Debris Removal in High Aspect Structures (Local Clean)	11/898,836	Filed 9/17/07		Elected Nat'l Phase entry into JP, KR, EU, SG, 3/10.
1201PCT	Debris Removal in High Aspect Structures (PCT Local Clean)	PCT/US2008/076514	Filed 9/16/08		Filed 3/10 - waiting for details
1203EU	Debris Removal in High Aspect Structures (EU Local Clean)				RCE due by 9/16/11.
1204JP	Debris Removal in High Aspect Structures (JP Local Clean)	2010-555079	Filed 3/20/10		Filed 3/10 - waiting for details
1205KR	Debris Removal in High Aspect Structures (KR Local Clean)				Pending.
1202TW	Debris Removal in High Aspect Structures (TW Local Clean)	97135684	Filed 9/17/08		Elected not to foreign file. Comb w/1160 for US. Expensed.
1220US	System & Method for Improved Crosshatch Nanomachining Small High Aspect 3D Structures by Creating Alternating Superficial Surface Channels (Enhanced COBRA)	61/073,555	Filed 6/18/08	N/A	Notice of Allowance rec'd 4/17/11. Paid issue fees 7/15/11. Will file ClP.
1221US		12/487,227	Filed 6/18/09	8,803,283	

TRADEMARK