

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
ECOSPAN, LLC.		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	4420 ROSEWOOD DRIVE
City:	PLEASANTON
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Serial Number:	85336854	BIOFLOW
Serial Number:	85336852	ECOSPAN
Serial Number:	85336845	ECOSPAN
Serial Number:	85331742	ECOSPAN
Serial Number:	85331740	ECOSPAN
Serial Number:	85331733	ECOSPAN
Serial Number:	85331732	ECOSPAN
Serial Number:	85331728	ECOSPAN
Serial Number:	85331725	ECOSPAN
Serial Number:	85331720	ECOSPAN
Serial Number:	85331715	ECOSPAN
Serial Number:	85331324	ECOSPAN
Serial Number:	85331312	ECOSPAN
Serial Number:	85331305	ECOSPAN

TRADEMARK

900205279

REEL: 004646 FRAME: 0390

CH \$690.00 85336854

Serial Number:	85331289	ECOSPAN
Serial Number:	85331285	ECOSPAN
Serial Number:	85331276	ECOSPAN
Serial Number:	85331273	ECOSPAN
Serial Number:	85331265	ECOSPAN
Serial Number:	85331252	ECOSPAN
Serial Number:	85331247	ECOSPAN
Serial Number:	85331240	ECOSPAN
Serial Number:	85331238	ECOSPAN
Serial Number:	85331228	ECOSPAN
Serial Number:	85331222	ECOSPAN
Serial Number:	85331220	ECOSPAN
Serial Number:	85331062	ECOSPAN

CORRESPONDENCE DATA

Fax Number: (404)962-6729
 Email: jihan.jenkins@troutmansanders.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: JIHAN A.R. JENKINS
 Address Line 1: TROUTMAN SANDERS LLP
 Address Line 2: 600 PEACHTREE STREET NE
 Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.001242
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	10/21/2011

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 1, 2011 by and between **SILICON VALLEY BANK**, a California corporation ("**Bank**") and **ECOSPAN, LLC**, a Delaware limited liability company ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of August 1, 2011 (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements 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) All 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This Agreement will terminate upon full performance and payment by Grantor of all Obligations under the Loan Agreement and Bank has no further commitment to make any further advances or loans under the Loan Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

300 Drakes Landing
Suite 200
Greenbrae, California 94904

Attn: Greg Hoffman, Chairman & CEO

GRANTOR:

ECOSPAN, LLC

By: 

Name: Greg Hoffman

Title: Chairman & CEO

Address of Bank:

4420 Rosewood Drive
Pleasanton, California 94588

Attn: Ben Fargo, Relationship Manager

BANK:

SILICON VALLEY BANK

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

300 Drakes Landing
Suite 200
Greenbrae, California 94904

Attn: Greg Hoffman, Chairman & CEO

GRANTOR:

ECOSPAN, LLC

By: _____

Name: Greg Hoffman

Title: Chairman & CEO

Address of Bank:

4420 Rosewood Drive
Pleasanton, California 94588

Attn: Ben Fargo, Relationship Manager

BANK:

SILICON VALLEY BANK

By:  _____

Name: Ben Fargo

Title: BRM

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 004646 FRAME: 0395

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
BIOFLOW	85/336,854	06/02/2011	N/A
ECOSPAN	85/336,852	06/02/2011	N/A
ECOSPAN	85/336,845	06/02/2011	N/A
ECOSPAN	85/331,742	05/26/2011	N/A
ECOSPAN	85/331,740	05/26/2011	N/A
ECOSPAN	85/331,733	05/26/2011	N/A
ECOSPAN	85/331,732	05/26/2011	N/A
ECOSPAN	85/331,728	05/26/2011	N/A
ECOSPAN	85/331,725	05/26/2011	N/A
ECOSPAN	85/331,720	05/26/2011	N/A
ECOSPAN	85/331,715	05/26/2011	N/A
ECOSPAN	85/331,324	05/26/2011	N/A
ECOSPAN	85/331,312	05/26/2011	N/A
ECOSPAN	85/331,305	05/26/2011	N/A
ECOSPAN	85/331,289	05/26/2011	N/A
ECOSPAN	85/331,285	05/26/2011	N/A
ECOSPAN	85/331,276	05/26/2011	N/A
ECOSPAN	85/331,273	05/26/2011	N/A
ECOSPAN	85/331,265	05/26/2011	N/A
ECOSPAN	85/331,252	05/26/2011	N/A
ECOSPAN	85/331,247	05/26/2011	N/A

ECOSPAN	85/331,240	05/26/2011	N/A
ECOSPAN	85/331,238	05/26/2011	N/A
ECOSPAN	85/331,228	05/26/2011	N/A
ECOSPAN	85/331,222	05/26/2011	N/A
ECOSPAN	85/331,220	05/26/2011	N/A
ECOSPAN	85/331,062	05/26/2011	N/A