

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZTEC INSTRUMENTS, INC.		10/27/2011	CORPORATION: NEW MEXICO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	380 INTERLOCKEN CRESCENT		
<b>Internal Address:</b>	SUITE 600		
<b>City:</b>	BROOMFIELD		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80021		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3416774	ZWAVE	
Registration Number:	3416773	ZSCOPE	
Registration Number:	3416772	ZTEC	
Registration Number:	3542417	ZTEC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6729		
<b>Email:</b>	jihan.jenkins@troutmansanders.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	JIHAN A.R. JENKINS		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.001179		

CH \$1115.00 3416774

**900205763**

**TRADEMARK**  
**REEL: 004650 FRAME: 0020**

NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	10/27/2011
<b>Total Attachments: 8</b> source=IP Security Agreement 10 27 11#page1.tif source=IP Security Agreement 10 27 11#page2.tif source=IP Security Agreement 10 27 11#page3.tif source=IP Security Agreement 10 27 11#page4.tif source=IP Security Agreement 10 27 11#page5.tif source=IP Security Agreement 10 27 11#page6.tif source=IP Security Agreement 10 27 11#page7.tif source=IP Security Agreement 10 27 11#page8.tif	

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement") is entered into as of October 27, 2011 by and between **SILICON VALLEY BANK**, a California corporation ("Bank") and **ZTEC INSTRUMENTS, INC.**, a New Mexico corporation ("Grantor").

**RECITALS**

A. Pursuant to the terms of that certain Loan and Security Agreement by and between Bank and Grantor dated February 12, 2007 (the "**Prior Loan Agreement**") and that certain Intellectual Property Security Agreement by and between Bank and Grantor dated February 12, 2007 (the "**Prior IP 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.

B. Bank agreed to restate the Prior Loan Agreement and 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as June 29, 2010 (as the same may be amended, restated, modified, supplemented or restated from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

C. Borrower has requested that Bank enter into that certain Second Amendment to Amended and Restated Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the "**Second Amendment**"), and Bank is willing to enter into the Second Amendment, 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 by executing this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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, the parties hereto hereby agree that the Prior IP Agreement is hereby replaced, amended and restated in its entirety pursuant to this Agreement, and further, the 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 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.

[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.

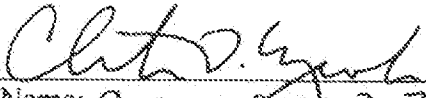
Address of Grantor:

7715 Tiburon Street, NE  
Albuquerque, New Mexico 87109

Attn: \_\_\_\_\_

**GRANTOR:**

ZTEC INSTRUMENTS, INC.

By:   
Name: CHRISTOPHER D. ZIOMAK  
Title: PRESIDENT


Address of Bank:

380 Interlocken Crescent, Suite 600  
Broomfield, Colorado 80021

Attn: Michael Kalicak

**BANK:**

SILICON VALLEY BANK

By:   
Name: Eric Jacobson  
Title: Deal Team Leader

[Signature Page to Amended and Restated Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004650 FRAME: 0025**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
N/A		

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application/Publication  
Date

N/A



EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
ZWAVE	3,416,774	April 29, 2008
ZSCOPE	3,416,773	April 29, 2008
ZTEC	3,416,772	April 29, 2008
ZTEC	3,542,417	December 9, 2008

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A

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