

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
FALLBROOK TECHNOLOGIES INC.		01/25/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NGEN III, L.P.
Street Address:	1114 State Street, Suite 247
Internal Address:	Attn: Managing Director
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3439008	CRUISECONTROLLER
Registration Number:	3042892	F
Registration Number:	3124622	F FALLBROOK TECHNOLOGIES
Registration Number:	3112765	FALLBROOK TECHNOLOGIES
Registration Number:	3665122	N
Registration Number:	3407388	N NUVINCI
Registration Number:	3665121	N NUVINCI
Registration Number:	3245379	NUVINCI
Registration Number:	3655958	NUVINCI

CORRESPONDENCE DATA

Fax Number:	(213)443-2926
Phone:	213-617-5493
Email:	jcravitz@sheppardmullin.com

CH \$240.00 3439008

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	20FC-143445
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	01/30/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 25, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by Fallbrook Technologies Inc., a Delaware corporation, ("**Debtor**") in favor of NGEN III, L.P., a Delaware limited partnership, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**").

WHEREAS, Debtor is party to that certain Security Agreement dated as of October 28, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") between Debtor and the Collateral Agent and the Secured Parties (as defined therein), pursuant to which Debtor granted a security interest to the Collateral Agent and the Secured Parties in the Trademark Collateral (as defined below), and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security Interest. Debtor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Debtor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule I attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted

under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

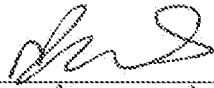
SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FALLBROOK TECHNOLOGIES INC.,
a Delaware corporation

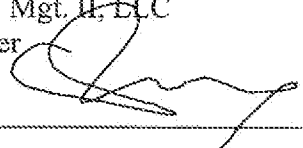
By: 
Name: NICOLE NICKS
Title: CFO

Accepted and Agreed:

NGEN III, L.P.,
a Delaware limited partnership,
as the Collateral Agent

By: NGEN Partners III, L.L.C.
Its: General Partner

By: NGEN Mgt. II, LLC
Its: Manager

By: 

Name: Steve Parry

Title: Managing Director

SCHEDULE I
TRADEMARKS

SEE ATTACHED

TRADEMARKS

<i>Trademark</i>	<i>Country</i>	<i>Status</i>	<i>App No.</i>	<i>Reg. Date</i>	<i>Reg. Number</i>
FALLBROOK TECHNOLOGIES	US	Registered	78/416798	7/4/2006	3112765
F (stylized and/or with design)	US	Registered	78/478191	1/10/2006	3042892
F Fallbrook Technologies (AND DESIGN)	US	Registered	78/478197	8/1/2006	3124622
NUVINCI	US	Registered	78/498337	5/22/2007	3245379
NUVINCI	HK	Registered	300384994	8/2/2005	300384994
NUVINCI	CA	Registered	1250835	8/26/2008	TMA722184
NUVINCI	NZ	Registered	726606	10/12/2004	726606
NUVINCI	RO	Registered	M200502672	3/14/2005	68618
NUVINCI	RU	Registered	2005705295	4/3/2006	304147
NUVINCI	SG	Registered	T05/034911	3/15/2007	T05/034911
NUVINCI	ZA	Registered	2005/04880	12/9/2008	2005/04880
NUVINCI	AU	Registered	1046385	10/10/2005	1046385
NUVINCI	CN	Registered	4541212	12/14/2007	4541212
NUVINCI	TW	Registered	94011476	1/1/2006	1189384
NUVINCI	EU	Registered	4345351	2/17/2006	4345351
NUVINCI	AR	Registered	2577678	9/18/2006	2114535
NUVINCI	MX	Registered	708240	12/28/2005	910447
NUVINCI	HR	Registered	Z20050321A	3/31/2006	Z20050321
NUVINCI	KR	Registered	40-2005-0012789	2/28/2006	40-0653063
NUVINCI	IN	Registered	1347466	10/11/2006	1347466
NUVINCI	JP	Registered	2005-027587	3/9/2007	5031917
NUVINCI	KG	Registered	20050101.3	7/31/2006	7701
NUVINCI	BR	Registered	827340338	6/24/2008	827340338
NUVINCI	TH	Registered	586993	7/6/2006	KOR 244055
NUVINCI	US	Registered	78/778787	7/14/2009	3655958
N NUVINCI (stylized and/or with design)	US	Registered	78/779626	8/4/2009	3665121
N NUVINCI	US	Registered	78/979591	4/1/2008	3407388
N (stylized and/or with design)	US	Registered	78/779824	8/4/2009	3665122
N (stylized and/or with design)	HK	Registered	300662562	6/20/2006	300662562
NUVINCI	AU	Registered	1118895	1/29/2007	1118895
NUVINCI	CA	Registered	1306898	5/2/2011	TMA796455
NUVINCI	HK	Registered	300659665	2/6/2007	300659665
NUVINCI	NZ	Registered	749624	12/21/2006	749624
NUVINCI	RO	Registered	M2006006831	6/15/2006	78558
NUVINCI	TW	Registered	95030931	1/1/2007	1243283

Trademark	Country	Status	App No.	Reg. Date	Reg. Number
NUVINCI	ZA	Registered	2006/13306	11/3/2009	2006/13306
NUVINCI	CN	Registered	5423951	9/7/2009	5423951
NUVINCI	KR	Registered	40-2006-0031805	5/3/2007	40-0708322
NUVINCI	RU	Registered	2006716480	9/14/2007	334151
NUVINCI	EU	Registered	5145421	6/27/2007	5145421
NUVINCI	HR	Registered	20061079	3/30/2007	Z20061079
NUVINCI	TH	Registered	629196	6/21/2007	Kor263184
NUVINCI	BR	Registered	828527750	8/19/2008	828527750
NUVINCI	KG	Registered	2006304.3	7/31/2007	8224
NUVINCI	MX	Registered	789619	2/7/2007	971483
NUVINCI	SG	Registered	T06/11946B	3/21/2007	T06/11946B
N NUVINCI (stylized and/or with design)	AU	Registered	1119423	1/29/2007	1119423
N NUVINCI (stylized and/or with design)	CA	Registered	1307759	5/2/2011	TMA796456
N NUVINCI (stylized and/or with design)	HK	Registered	300662553	12/27/2006	300662553
N NUVINCI (stylized and/or with design)	KR	Registered	40-2006-0032272	3/21/2007	40-0703364
N NUVINCI (stylized and/or with design)	NZ	Registered	749881	12/21/2006	749881
N NUVINCI (stylized and/or with design)	RO	Registered	M200606971	6/20/2006	79265
N NUVINCI (stylized and/or with design)	SG	Registered	T06/119481	8/30/2007	T06/119481
NUVINCI & N Logo	ZA	Registered	2006/13585	2/19/2010	2006/13585
NUVINCI	AR	Registered	2679632	8/30/2007	2178334
NUVINCI	JP	Registered	2006-057561	5/18/2007	5048770
N NUVINCI (stylized and/or with design)	AR	Registered	2679633	8/30/2007	2178335
N NUVINCI (stylized and/or with design)	BR	Registered	828529230	8/12/2008	828529230
N NUVINCI (stylized and/or with design)	EU	Registered	5184577	7/4/2007	5184577
N NUVINCI (stylized and/or with design)	HR	Registered	20061115	4/3/2007	Z20061115
NUVINCI WITH DEVICE	IN	Registered	1463038	7/29/2008	1463038
NUVINCI & DEVICE	KG	Registered	20060305.3	7/31/2007	8226
N NUVINCI (stylized and/or with design)	MX	Registered	789870	2/26/2007	974343
N NUVINCI (stylized and/or with design)	RU	Registered	2006716968	9/14/2007	334153
N NUVINCI (stylized and/or with design)	TH	Registered	629475	11/16/2007	Kor271015
N NUVINCI (stylized and/or with design)	TW	Registered	95032129	4/1/2007	1257675

Trademark	Country	Status	App No.	Reg. Date	Reg. Number
N (stylized and/or with design)	AR	Registered	2679634	8/30/2007	2178336
N (stylized and/or with design)	BR	Registered	828529248	8/12/2008	828529248
N (stylized and/or with design)	EU	Registered	5184585	11/9/2007	5184585
NV WITH DEVICE	IN	Registered	1463037	9/2/2008	1463037
N (stylized and/or with design)	MX	Registered	789857	2/20/2007	972819
N (stylized and/or with design)	RU	Registered	2006716969	9/12/2007	334014
N (stylized and/or with design)	TH	Registered	629474	11/23/2007	Kor271523
N (stylized and/or with design)	TW	Registered	95032130	4/1/2007	1256128
N NUVINCI (stylized and/or with design)	BR	Registered	828529221	8/19/2008	828529221
N NUVINCI (stylized and/or with design)	CN	Registered	5435546	5/28/2009	5435546
N NUVINCI (stylized and/or with design)	JP	Registered	2006-058104	5/18/2007	5048772
N (stylized and/or with design)	CN	Registered	5435545	5/28/2009	5435545
NUVINCI	IN	Registered	1460963	3/6/2008	1460963
CRUISECONTROLLER	US	Registered	77/113882	6/3/2008	3439008
Chinese Characters for "FALLBROOK"	CN	Pending	9308189		
Chinese Characters for "FALLBROOK"	TW	Pending	100016902		
Chinese Characters for "FALLBROOK"	CN	Pending	9308190		
Chinese Characters for "FALLBROOK"	HK	Published	301884402		
HARMONY		Unfiled			
DELTASERIES		Unfiled			
DYNASYS		Unfiled			