

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
AlterG, Inc.		03/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3711122	DEFY GRAVITY	
Registration Number:	3563148	ALTER G	
CORRESPONDENCE DATA			
Fax Number:	(703)610-6200		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-610-6100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Timothy J. Lyden, Hogan Lovells US LLP		
Address Line 1:	7930 Jones Branch Drive, 9th Floor		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	88650.111		
NAME OF SUBMITTER:	Timothy J. Lyden		
Signature:	/Timothy J. Lyden/		

CH \$65.00 3711122

Date:

04/04/2012

Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 30, 2012, is made by AlterG, Inc., a Delaware corporation (“**Grantor**”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“**GE Capital**”), as agent (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) for the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, dated as of December 29, 2010, as amended by that certain First Amendment to Loan and Security Agreement, dated as of February 29, 2012, and as further amended by that certain Second Amendment to Loan and Security Agreement, dated as of the date hereof (as so amended, and as the same may be further amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), among Grantor, the other Loan Parties (as defined therein) thereto, the lenders from time to time party thereto (the “**Lenders**”) and Agent, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to that certain Second Amendment to Loan and Security Agreement of even date herewith (the “**Amendment**”), and in consideration of the consents and amendments provided to Grantor thereunder, Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and to induce Agent and the Lenders to enter into the Amendment and to induce the Lenders to continue to make their respective extensions of credit to Grantor under the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations hereby mortgages, pledges and hypothecates to Agent, for the benefit of itself and Lenders, and grants to Agent, for the benefit of itself and Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “**Intellectual Property Collateral**”):

(a) all of its trade secrets and rights under any written agreement granting any right to use trade secrets;

(b) all of its copyrights and rights under any written agreement granting any right to use copyrights, including, without limitation, those referred to on Schedule 1 hereto, together with all renewals, reversions and extensions of the foregoing;

(c) all of its trademarks and rights under any written agreement granting any right to use trademarks, including, without limitation, those referred to on Schedule 2 hereto, together with all renewals, reversions and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each such trademark covered by clause (c) above;

(e) all of its US patents and rights under any written agreement granting any right to use US patents, including, without limitation, those referred to on Schedule 3 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(f) all of its US patent applications and rights under any written agreement granting any right to use US patent applications, including, without limitation, those referred to on Schedule 4 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(g) all of its PCT patent applications and rights under any written agreement granting any right to use PCT patent applications, including, without limitation, those referred to on Schedule 5 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(h) all of its foreign patents and patent applications, and rights under any written agreement granting any right to use foreign patents and patent applications, including, without limitation, those referred to on Schedule 6 hereto, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(i) all applications, registrations, claims, products, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto, proceeds and products thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(j) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and is in no way limiting, the security interest granted to Agent, for the benefit of itself and Lenders, pursuant to the Loan Agreement, and Grantor

hereby acknowledges and agrees that the rights and remedies of Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ALTERG, INC., a Delaware corporation

By: _____

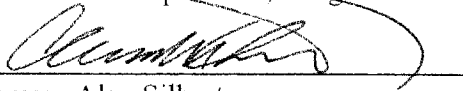
Name:

Title:

[Signatures Continue on Following Page]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware Corporation, as agent

By: 
Name: Alan Silbert
Title: Duly Authorized Signatory

[End of Signature Pages]

**Schedule 1
to
Intellectual Property Security Agreement**

Copyrights

None.

SCHEDULE 1
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
DC 88650.0111 - 3385800

TRADEMARK
REEL: 004751 FRAME: 0444

**Schedule 2
to
Intellectual Property Security Agreement**

Trademarks

Mark/Serial Number/Registration	Country	Class	Status
Number/Application			
DEFY GRAVITY Serial No: 77/577,070 Reg. No: 3,711,122 AlterG, Inc.	United States	28	Registered App Date: 09/23/2008 Reg Date: 11/17/2009 Section 8 & 15 Due: 11/17/2015
ANTI-GRAVITY TREADMILL Serial No: 1445848 Reg. No: AlterG, Inc.	Canada	Goods	Filed App Date: 07/23/2009 Currently discussing worldwide co- existence agreement with Antigravity, Inc.
ANTI-GRAVITY TREADMILL Serial No: pending Reg. No: IR1010457 AlterG, Inc.	Madrid Protocol Class Designated countries: - European Community - Japan	28	Registered App Date: 07/21/2009 Reg Date: 07/21/2009 Renewal Due: 07/21/2019

Mark/Serial Number/Application	Country	Class	Status
ANTI-GRAVITY TREADMILL Serial No: IR1010457 Reg. No: AlterG, Inc.	European Community	28	Our Mark Opposed App Date: 07/21/2009 Reg Date: 07/21/2009 Application opposed by Antigravity, Inc. Currently discussing worldwide coexistence agreement with Antigravity, Inc.
ANTI-GRAVITY TREADMILL Serial No: IR1010457 Reg. No: IR1010457 AlterG, Inc.	Japan	28	Registered (Madrid) App Date: 07/21/2009 Reg Date: 07/21/2009 Renewal Due: 07/21/2019
ALTER G Serial No: 77/293,961 Reg. No: 3,563,148 AlterG, Inc.	United States	28	Registered App Date: 10/02/2007 Reg Date: 01/20/2009 Section 8 & 15 Due: 01/20/2015
ALTER G Serial No: 1445843 Reg. No: AlterG, Inc.	Canada	Goods	Published App Date: 07/23/2009 Reg Date: 01/17/2011
ALTER G Serial No: pending Reg. No: IR1010456 AlterG, Inc.	Madrid Protocol Class Designated countries: - European Community - Japan	28	Registered App Date: 07/21/2009 Reg Date: 07/21/2009 Renewal Due: 07/21/2019

SCHEDULE 2
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
DC 88650.0111 - 3385800

TRADEMARK
REEL: 004751 FRAME: 0446

Mark/Serial	Country	Class	Status
Number/Application			
ALTER G Serial No: IR1010456 Reg. No: AlterG, Inc.	European Community	28	Registered (Madrid) App Date: 07/21/2009 Reg Date: 07/21/2009 Renewal Due: 07/21/2019
ALTER G Serial No: IR1010456 Reg. No: AlterG, Inc.	Japan	28	Madrid Ext - Refusal Received App Date: 07/21/2009 No action – awaiting examination of response to provisional refusal

SCHEDULE 2
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
DC 88650.0111 - 3385800

TRADEMARK
REEL: 004751 FRAME: 0447

Schedule 3
to
Intellectual Property Security Agreement

US Patents

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
11/236,952 US-2007-0181121-A1 7,591,795	9/28/2005 8/9/2007 9/22/2009	Registered/ Granted	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL
12/236,459 US-2009-0082700-A1	9/23/2008 3/26/2009	Published	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL
12/236,465 US-2009-0018571-A1	9/23/2008 1/15/2009	Published	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL
12/236,468 US-2009-0014004-A1	9/23/2008 1/15/2009	Published	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL
60/999,102	10/15/2007	Expired	ADJUSTABLE SUPPORT FOR A DIFFERENTIAL AIR PRESSURE DEVICE
60/999,101	10/15/2007	Expired	ADJUSTABLE ORIFICE FOR A DIFFERENTIAL AIR PRESSURE DEVICE
60/999,061	10/15/2007	Expired	METHOD FOR DETERMINING UNLOADING SETTINGS IN A DIFFERENTIAL AIR PRESSURE DEVICE VIA PAIN TITRATION
60/999,060	10/15/2007	Expired	METHOD FOR APPLYING A DIFFERENTIAL AIR PRESSURE DEVICE IN THE FIELD OF PEDIATRICS, OBESITY, AND CARDIAC DISEASES
12/761,316 US-2011-0098615-A1	4/15/2010 4/28/2011	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES
12/761,312 US-2011-0098157-A1	4/15/2010 4/28/2011	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES
61/178,901	5/15/2009	Expired	DIFFERENTIAL AIR PRESSURE SYSTEMS
12/778,747 US-2011-0120567-A1	5/12/2010 5/26/2011	Published	DIFFERENTIAL AIR PRESSURE SYSTEMS
29/337,097	5/14/2009	Abandoned	ADJUSTABLE POSITIVE PRESSURE SUPPORT SYSTEM

SCHEDULE 3
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
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Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
61/454,432	3/18/2011	Expired	DIFFERENTIAL AIR PRESSURE SYSTEMS
13/423,124	3/16/2012	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS AND METHODS OF USING AND CALIBRATING SUCH SYSTEMS FOR MOBILITY

SCHEDULE 3
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
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**Schedule 4
to
Intellectual Property Security Agreement**

PCT Patents

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
PCT/US06/038591 WO 2007/038793	9/28/2006 4/5/2007	Expired	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL
PCT/US08/011832 WO 2009/051765	10/15/2008 4/23/2009	Expired	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES
PCT/US08/011807 WO 2009/051750	10/15/2008 4/23/2009	Expired	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES
PCT/US10/034518 WO 2010/132550 A1	5/12/2010 11/18/2010	Expired	DIFFERENTIAL AIR PRESSURE SYSTEMS

SCHEDULE 4
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Schedule 5
to
Intellectual Property Security Agreement**

PCT Patent Applications

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title
PCT/US2012/029554	3/16/2012	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS AND METHODS OF USING AND CALIBRATING SUCH SYSTEMS FOR MOBILITY IMPAIRED USERS

Schedule 6
to
Intellectual Property Security Agreement

Non-US Patents and Patent Applications

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title	Country
200680036206.3 CN 101287436A	9/28/2006 10/15/08	Published	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL	China
06816096.9 EP1928391-6/11/08	9/28/2006 6/11/08	Published	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL	European Community
2008-533774 2009-509693	9/28/2006 3/12/2009	Pending	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL	Japan
2012-45227	9/28/2006	Pending	SYSTEM, METHOD AND APPARATUS FOR APPLYING AIR PRESSURE ON A PORTION OF THE BODY OF AN INDIVIDUAL	Japan
2008311865	10/15/2008	Pending	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	Australia
2008311929	10/15/2008	Pending	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	Australia
2,702,456	10/15/2008	Pending	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	Canada
2,702,449	10/15/2008	Pending	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	Canada
200880120528.5 CN 101896152A	10/15/2008 11/24/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	China

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
DC 88650.0111 - 3385800

TRADEMARK
REEL: 004751 FRAME: 0452

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title	Country
200880120605.7 CN 101896151A	10/15/2008 11/24/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	China
08838964.8 2197408	10/15/2008 6/23/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	European Community
08838574.5 2209454	10/15/2008 7/28/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	European Community
101119647 EP 2197408	10/15/2008 6/23/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	Hong Kong
200880120605.7 CN 101896151A	10/15/2008 11/24/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	Hong Kong
3375/DELNP/2010	10/15/2008	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	India
3376/DELNP/2010	10/15/2008	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	India
2010-528910 2011-500149	10/15/2008 1/16/2011	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	Japan
2010-528909 2011-500148	10/15/2008 1/9/2011	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	Japan
10-2010-7010699 10-2010-0100796A	10/15/2008 9/15/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR DIFFERENTIAL AIR PRESSURE DEVICES	South Korea
10-2010-7010690 10-2010-0103790	10/15/2008 9/28/2010	Published	SYSTEMS, METHODS AND APPARATUS FOR CALIBRATING DIFFERENTIAL AIR PRESSURE DEVICES	South Korea
2010249092	5/12/2010	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS	Australia
2,761,425	5/12/2010	Published	DIFFERENTIAL AIR PRESSURE SYSTEMS	Canada
201080031559.0	5/12/2010	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS	China
10775461.6 2429476	5/12/2010 3/21/2012	Published	DIFFERENTIAL AIR PRESSURE SYSTEMS	European

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
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TRADEMARK
REEL: 004751 FRAME: 0453

Application/ Publication/ Patent Nos.	Application/ Publication/ Patent Dates	Status	Title	Country
				Community
9123/CHENP/2011	5/12/2010	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS	India
2012-510975	5/12/2010	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS	Japan
10-2011-7029033	5/12/2010	Pending	DIFFERENTIAL AIR PRESSURE SYSTEMS	South Korea

SCHEDULE 6
INTELLECTUAL PROPERTY SECURITY AGREEMENT

AlterG IP Security Agreement
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RECORDED: 04/04/2012

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REEL: 004751 FRAME: 0454