

## 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
Hillcrest Laboratories, Inc.		04/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, L.P.		
Street Address:	400 Hamilton Avenue, Suite 310		
Internal Address:	Attention: Chief Legal Officer		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85158577	MAGNICAL	
Serial Number:	78801245	FREESPACE	
Serial Number:	78653387	HOME	
Serial Number:	78653381	HILLCREST HOME	
Serial Number:	78639261	HILLCREST LABORATORIES	
Serial Number:	77946551	KYLO	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 2:	Susan Reynolds		

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 357411-HILLCREST

NAME OF SUBMITTER: Troy Zander

Signature: /s/ Troy Zander

Date: 04/10/2012

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 6, 2012 by and between HERCULES TECHNOLOGY III, L.P. ("Lender") and Hillcrest Laboratories, Inc., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Secured Obligations (as defined in the Loan Agreement), Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

GRANTOR:

Address of Grantor:

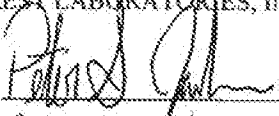
15245 Shady Grove Road, Suite 400  
Attn: SVP, Finance and Administration  
Rockville, MD 20850  
Facsimile: (240) 386-0601  
Telephone: (240) 386-0600

Attn: Chief Executive Officer  
15245 Shady Grove Road, Suite 400  
Rockville, MD 20850

HILLCREST LABORATORIES, INC.

By:

Title:

  
\_\_\_\_\_  
Treasurer & Secretary

LENDER:

Address of Lender:

Legal Department  
Attention: Chief Legal Officer  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3060

HERCULES TECHNOLOGY III, L.P.  
a Delaware limited partnership

By:

By:

By:

Title:

Hercules Technology SBIC  
Management, LLC, its General Partner  
Hercules Technology Growth Capital, Inc., its  
Manager

\_\_\_\_\_

\_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

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357411-000020

**TRADEMARK**  
**REEL: 004753 FRAME: 0570**

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15245 Shady Grove Road, Suite 400  
Attn: SVP, Finance and Administration  
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Telephone: (240) 386-0600

Attn: Chief Executive Officer  
15245 Shady Grove Road, Suite 400  
Rockville, MD 20850

HILLCREST LABORATORIES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

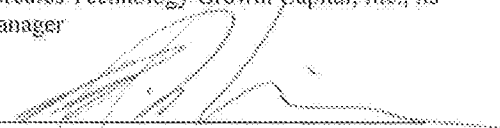
LENDER:

Address of Lender:

Legal Department  
Attention: Chief Legal Officer  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3060

HERCULES TECHNOLOGY III, L.P.  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner  
By: Hercules Technology Growth Capital, Inc., its  
Manager

By:  \_\_\_\_\_

Title: K. Nicholas Maritsch  
Associate General Counsel

*[Signature Page to Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File/Issue Date</u>
User interface devices and methods employing accelerometers	7489299	2/10/09
3D Pointing Devices and Methods	7239301	7/3/07
3D Pointing Devices and Methods	7489298	2/10/09
Design - Remote Control	D550633	9/11/07
3D Pointing Devices with Orientation Compensation and Improved Usability	7158118	1/2/07
3D Pointing Devices with Orientation Compensation and Improved Usability	7262760	8/28/07
3D Pointing Devices with Orientation Compensation and Improved Usability	7414611	8/19/08
3D Pointing Devices with Orientation Compensation and Improved Usability	8072424	12/6/11
Methods and Devices for Removing Unintentional Movement in 3D Pointing Devices	7535456	5/19/09
Design - Remote Control Device	D527006	8/22/06
Methods and Systems for Enhancing TV Applications Using 3D Pointing	7839385	11/23/10
Methods and Devices for Identifying Users based on Tremor	7236156	6/26/07
Design - Remote Control Device	D528510	9/19/06
Design -- Remote Control	D586331	2/10/09
Methods and Systems for Calibrating a Sensor Using a Vector Field	7719261	5/18/10
Design - Remote Control	D547304	7/24/07
Design - Remote Control	D551660	9/25/07
Design - Remote Control	D550214	9/4/07
Real-Time Dynamic Tracking of Basis	7860676	12/28/10
Design - Presenter	D620925	8/3/10
Design - Set Top Box	D552567	10/9/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
MAGNICAL	85158577	10/21/10
FREESPACE	78801245	1/27/06
HOME	78653387	6/17/05
HILLCREST HOME	78653381	6/17/05
HILLCREST LABORATORIES	78639261	5/27/05
KYLO	77946551	2/27/10