

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
T-Ink, Inc.		06/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CMA, LLC		
Street Address:	2 Plainview Road		
City:	Wayland		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3432622	T-INKERACTIVE	
Registration Number:	3313365	INKERACTIVE	
Registration Number:	3074219	AIRWAVEZ	
Registration Number:	3024307	TALKINK	
CORRESPONDENCE DATA			
Fax Number:	8583141501		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-314-1514		
Email:	jconley@mintz.com		
Correspondent Name:	James Conley		
Address Line 1:	3580 Carmel Mountain Road		
Address Line 2:	Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	James Conley		

OP \$115.00 3432622

Signature:	/James Conley/
Date:	06/27/2012
Total Attachments: 8 source=EXECUTED IP Security Agreement - T-Ink#page1.tif source=EXECUTED IP Security Agreement - T-Ink#page2.tif source=EXECUTED IP Security Agreement - T-Ink#page3.tif source=EXECUTED IP Security Agreement - T-Ink#page4.tif source=EXECUTED IP Security Agreement - T-Ink#page5.tif source=EXECUTED IP Security Agreement - T-Ink#page6.tif source=EXECUTED IP Security Agreement - T-Ink#page7.tif source=EXECUTED IP Security Agreement - T-Ink#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 19, 2012 by and between CMA, LLC (“**CMA**”) and T-Ink, Inc. (“**Grantor**”).

RECITALS

A. CMA has agreed to make a loan to Grantor (the “**Loan**”) in the amounts and manner set forth in that certain Convertible Secured Note by and between CMA, Grantor and T-Ink Holdings, LLC dated as of the date hereof (said Convertible Secured Note, as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein but not defined herein are used as defined in the Loan Agreement). CMA is willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to CMA 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 and the Security Agreement, dated as of the date hereof, by and between CMA, Grantor and T-Ink Holdings, LLC (the “**Security Agreement**”), Grantor has granted to CMA 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 (used herein as such term is defined in the Security Agreement).

C. 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 CMA 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 Schedules 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, including amounts paid to the Grantor as damages), 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 CMA under the Loan Agreement and Security Agreement. The rights and remedies of CMA with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and any other Loan Documents, and those which are now or hereafter available to CMA as a matter of law or equity. Each right, power and remedy of CMA provided for herein or in the Loan Agreement, the Security Agreement or any other 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

CMA of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or any 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 CMA, 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:
244 West 54th Street, 9th Floor
New York, NY 10019
Attn:

GRANTOR:
T-INK, INC.

By: 

Name: John Gentile

Title: Co-Chairman

CMA, LLC

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:
244 West 54th Street, 9th Floor
New York, NY 10019
Attn:

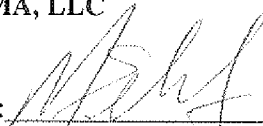
GRANTOR:
T-INK, INC.

By: _____

Name: _____

Title: _____

CMA, LLC

By:  _____

Name: MICHAEL EULENBOESEN

Title: MANAGER

SCHEDULE A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date	Security Interest/ Ownership Issues
NONE			

SCHEDULE B

Patents

Patents and Patent Applications

	Title	Patent Description	Year Issued	Additional Countries
5,278,734	Light Assembly for Apparel	Connecting any light based component utilizing conductive inks on textile substrates	1995	
5,455,749	Light/Audio/Electronic Assemblies with Conductive Compositions	Utilizing conductive ink on any substrate to connect light, audio or electronic assemblies and placing power to the ink compositions	1995	Australia, Canada, UK, China, Europe, Japan, Russia, South Korea
5,567,037	LED Interface to Conductive Substrates	Connecting LED components to printable conductive formulations printed on all substrates	1996	
5,626,948	Multi-Layer Compositions	Printing conductive formulations under non-conductive inks and activating conductors through the non-conductive layers	1997	Australia, Canada, UK, China, Europe, Japan, Russia, South Korea
5,973,420	Electrical Clear Conductor	Any printable conductive ink system utilizing clear printed conductors attached to power and electronic components on any substrate surface	1999	
6,188,506	Conductive Color Change	Utilizing conductive inks in combination with color changing inks to create single layer print system of current used in combination with thermochromic formulations	2001	Europe
6,311,350	Interactive Fabric Article	Use of conductive compositions printed in a design format on any textile based substrate	2001	
6,641,860	Manufacture of Conductive Circuit Boards		2003	
7,347,382	Credit Card Conductive System	Application of conductive system to credit card format creating interactive or powered conductive systems across card surface	2007	
7,489,053	Continuous Conductive Switch Design		2009	
7,594,442	Conductive Pressure Response Sensor	Application of conductive ink systems in combination with textile and foam base substrates to create variable pressure switch systems in all applications	2010	Canada, Europe, China
7,989,725	Vehicle Proximity Capacitive Sensor	Conductive inks utilized to create printed proximity switch and sensors within vehicles of all types	2011	Europe, China
12,191,825	In-Mold Resistive Shield	Printed Resistive and Shielding components when utilized with all In-Mold Articles	2008* Granted to be Issued 2012	Europe, China, South Korea, Japan

SCHEDULE B

Patents

Patents and Patent Applications

Pending			Year Filed	
11,502,812	Proximity Triggered System	Utilizing conductive compositions to create proximity trigger for communication systems and activations	2007	Europe, China
11,867,591	Method of Heating an Article	Use of Conductive formulations on textile based substrates to create heated surfaces	2007	TB Refiled
11,867,600	Composite Heat Element with integrated Switch	Printed conductive heat system used in combination with printed conductive switch	2007	TB Refiled
12,106,250	In-Mold Capacitive Switch	Creation of multi-layer printed conductive systems in combination with 3D forming and molding of the conductive printed article as both control and sensor units	2008	Europe, China, South Korea, Japan
12,210,799	Controller and Associated Methods	Application of conductive systems utilized in combination with print system to create controllers for such printed systems	2009	Europe, China

* In addition to the proprietary patents listed above all conductive ink formulations, systems and applications are maintained as proprietary trade secrets.

* European Filings include the following countries: France, Spain, Germany, Italy, Sweden, Switzerland and current EU / PCT affiliated countries.

* Currently preparing 5 additional patent applications for 2012 filing.

SCHEDULE C

Trademarks

Description	Registration/Application Number	Registration/Application Date	Security Interest / Ownership Issues
T-INKERACTIVE (Pending)	78503738	10/21/2004	
THINK INK (Pending)	78558049	02/01/2005	
T-INKFUN (Abandoned)	78592530	03/22/2005	
PAPERTAINMENT (Abandoned)	78558052	02/01/2005	
TECHTILES (Abandoned)	78592511	03/22/2005	
THINKING INK (Pending)	78558040	02/01/2005	
THIS SHIRT (Abandoned)	78592524	03/22/2005	
E-SHIRT (Abandoned)	78592504	03/22/2005	
TINKWORKS (Pending)	78183719	11/11/2002	
INKERACTIVE (Registered)	3313365	10/16/2007	
CHIMICHANGAS (Abandoned)	78328153	11/14/2003	
INFL8 (Abandoned)	78328189	11/14/2003	
VIDBOY (Abandoned)	78214045	02/12/2003	
AIRWAVEZ (Registered)	3074219	03/28/2006	
TALKINK (Registered)	3024307	12/06/2005	
T-INKERACTIVE (Abandoned)	78185634	11/15/2002	
TINKWORKS (Pending)	78183719	11/11/2002	
CONTROL-TEX (Pending)	77087046	01/19/2007	
THERMO-TEX (Pending)	77024011	10/18/2006	
STYLE-TEX (Pending)	77023946	10/18/2006	
POWER-TEX (Abandoned)	77023927	10/18/2006	
FX-TEX (Pending)	77087041	01/19/2007	
BIO-TEX (Pending)	77023991	10/18/2006	
COLORTRONICS (Cancelled)	75234475	01/31/1997	
BRILLION (Cancelled)	75978345	11/12/1996	