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
Rypos, Inc.		11/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Boulevard, Suite 100
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85397513	RYPOS

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 858-638-6730
Email: susan.reynholds@dlapiper.com
Correspondent Name: DLA Piper LLP (US)
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: Attention: Susan Reynholds
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-105
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander

CH $40.00 85397513

Date:	08/31/2012

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 22, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and RYPOS, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of November 22, 2011 (as amended from time to time, the "Loan Agreement'), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property, except to the extent that any of the following property is created under existing or future joint development agreements, which such property is jointly owned by the Borrower and a development partner (collectively, the "Intellectual Property Collateral"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter

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of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RYPOS, INC.

By: _____

Name: Donald A. Simoneau

Title: CFO / TREASURER

Address for Notices:
Attn: Chief Financial Officer
150 Hopping Brook Road
Holliston, MA 01746
FAX: (508) 429-4552

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:
Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

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of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

RYPOS, INC.

By: _____

Name: _____

Title: _____

Address for Notices:
Attn: Chief Financial Officer
150 Hopping Brook Road
Holliston, MA 01746
FAX: (508) 429-4553

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: Blake Reid

Title: Vice President

Address for Notices:
Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax:(408) 282-1681

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EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist ☐

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered?
Literary	Rypos website http://rypos.com/index.html				
Literary	Rypos system operating software				
Literary	RYPOS DIESEL EXHAUST PARTICULATE FILTER DPF/APU Manual, Operation, Installation and Maintenance				
Literary	RYPOS DIESEL EXHAUST PARTICULATE FILTER DPF/TRU Manual, Operation, Installation and Maintenance				
Literary	RYPOS Diesel Particulate Filter HDPF/C Manual				
Literary	RYPOS Diesel Particulate Filter ADPF Manual				
Literary	RYPOS Diesel Particulate Filter ADPF for Marine Applications Manual				
Literary	HDPF-C ADPF-DC Installation Manual				
Literary	Manual - Operators - RTG - RH40XM-C (Vertical Mount)				
Literary	Manual - Operators - ADPF-8 AC				
Literary	Manual - Operators - ADPF-4				

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered?
Literary	Manual - Operators - RH12XXEL				
Literary	Manual - Operators - RH40X-L				

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Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist ☐

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
RYPOS	85397513			08/14/11
ADPF				
HDPF/C				
DPF/LETRU				
DPF/ULETRU				
RYPOS Active Diesel Particulate Filter				
RYPOS/ADPF				
RYPOS Hybrid Diesel Particulate Filter				
RYPOS HDPF				
RYPOS Active Regeneration Technology				
RYPOS ART				
RYPOS Active Filter Cartridge				
RYPOS Active SCR				
RYPOS Active Tier IV				
RYPOS AFC				
RYPOS Passive Filter Cartridge				
RYPOS PFC				

EXHIBIT C

PATENTS

Please Check if No Patents Exist ☐

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
Self-cleaning and self-sealing particle filter	US 5,853,437		Issued	12/29/98
Self-cleaning and self-sealing particle filter	US 6,063,150		Issued	05/16/00
Self-cleaning filter system using direct electrically heated sintered metal fiber filter media	US 6,572,682 B2		Issued	06/03/03
Bifilar diesel exhaust filter construction using sintered metal fibers	US 6,942,708 B2		Issued	09/13/05
Integrated Diesel Particulate Filter and Electric Load Bank		13170577	No	
Integrated Diesel Particulate Filter and Electric Load Bank		PCT/US11/42163	No	