

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------------|-----------------------|
| 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 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 858-638-6730 | | |
| Email: | susan.reynholds@dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 4365 Executive Drive, Suite 1100 | | |
| Address Line 2: | Attention: Susan Reynolds | | |
| Address Line 4: | San Diego, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 355157-105 | | |
| NAME OF SUBMITTER: | Troy Zander | | |
| Signature: | /s/ Troy Zander | | |

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.

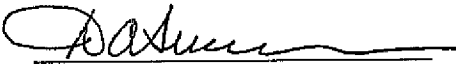
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter

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

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: _____ *Mike Field*

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

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
|----------------------|---|---|-----------------------------|---------------------|--------------------------|
| 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 | | | | |

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

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

| <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>USPTO Reference Number:</u> | <u>Filing Date:</u> |
|--|----------------------------|----------------------------------|--------------------------------|---------------------|
| 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

| <u>Title:</u> | <u>Patent Number:</u> | <u>Application Serial Number:</u> | <u>Issued or Published?</u> | <u>Issue Date:</u> |
|--|-----------------------|-----------------------------------|-----------------------------|--------------------|
| 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 | |
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