## 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 I		Entity Type
Coyuchi, Inc.		07/27/2012	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attention: Lee Shodiss
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:	75097619	СОУИСНІ

## **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: 858-677-1400

Email: susan.reynholds@dlapiper.com

Correspondent Name: DLA PIPER LLP (US)

Address Line 1: 4365 Executive Drive, Suite 1100 Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-142
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander

REEL: 004875 FRAME: 0672

**TRADEMARK** 

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 27, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and COYUCHI, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of July 27, 2012 (as amended from time to time, the "Business Financing Agreement'), between Lender and Grantor. Terms defined in the Business Financing 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 Business Financing 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 (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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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 Business Financing 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

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WEST\229868939.3 355157-000142 Business Financing 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.

Upon indefeasible satisfaction in full of the Obligations and termination or expiration of the Business Financing Agreement, Lender shall terminate the security interest granted herein and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination, Lender shall, at Grantor's sole cost and expense authenticate and deliver to the Grantor such documents as the Grantor may reasonably request to evidence such termination.

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

GRANTOR:

COYUCHI, INC.

BRIDGE BANK, NATIONAL ASSOCIATION

By: Multichant By: Sallidt

Name: MITTIE GRIGSBY Name: Count Schmidt

Title: VP Finance 10F0 Title: 8VC

Address for Notices:
Attn: Mittie Grigsby - CFO

2501 9th Street Berkeley, CA 94710 Tel: (510) 903-0407

Fax:

Address for Notices: Attn: Lee Shodiss

55 Almaden Boulevard, Suite 100 San Jose, California 95113

Tel: (408) 556-6501 Fax:(408) 282-1681

|SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT|

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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 ?

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# Exhibit B TRADEMARKS

Please Che	eck if No	Trademarks	Exist	Г

Mark / Title:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
COYUCHI	75097619	2136633		5/2/96
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## **EXHIBIT C**

## **PATENTS**

Please Check if No Patents Exist

Title:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
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**RECORDED: 10/05/2012**