

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RAPT Industries, Inc.		10/11/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	IMReal Enterprises, LLC		
Street Address:	3001 Bridgeway Blvd., #204		
City:	Sausalito		
State/Country:	CALIFORNIA		
Postal Code:	94965		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3469286	RAP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	realves@sonic.net		
Correspondent Name:	Ramona E. Alves		
Address Line 1:	3001 Bridgeway Blvd., #204		
Address Line 4:	Sausalito, CALIFORNIA 94965		
NAME OF SUBMITTER:	Ramona E. Alves		
Signature:	/REALves/		
Date:	10/23/2012		
Total Attachments: 10 source=Acceptance_001#page1.tif source=Acceptance_002#page1.tif			

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Secured Party's Acceptance of Collateral In Full Satisfaction of Debtor's Obligations

This Secured Party's Acceptance of Collateral in Full Satisfaction of Debtor's Obligations ("Acceptance"), dated as of 11 October 2012, is entered into by IMReal Enterprises, LLC, a California limited liability company ("IMReal"), Secured Party, with the consent of RAPT Industries, Inc., a California corporation ("RAPT"), Debtor.

I. SUMMARY

IMReal is the Secured Party and lawful owner and holder of the Loan Documents (defined below). Under the Loan Documents, a secured loan in the original face amount of \$500,000.00 was made to RAPT. Subsequently, RAPT defaulted on its obligations under the Loan Documents.

RAPT's remedies as Secured Party included strict foreclosure as provided section 79.0620 of the Oregon Revised Statutes, Oregon's enactment of section 9-620 of the Uniform Commercial Code. Under that statute, if the secured creditor gives notice of its proposal to accept collateral in satisfaction of debt, the debtor consents or does not object timely, and other persons entitled to notice do not object timely (within 20 days), all of a debtor's rights in collateral are transferred to the secured creditor in satisfaction of debt.

IMReal gave notice, on 21 September 2012, of its proposal to accept unconditionally the Accepted Property (as defined below), collateral under the Loan Documents, in full satisfaction of RAPT's secured obligations under the Loan Documents. To be effective, any objection must have been received by IMReal on or before 11 October 2012. RAPT did not timely object, thereby consenting as a matter of law. No other person timely objected.

Accordingly, all of RAPT's rights in the Accepted Property were transferred to IMReal on 11 October 2012. These matters are discussed more fully below.

II. SECURED LOAN

A. Vencore's Secured Loan to RAPT

On or about 17 December 2008, VenCore Solutions, LLC, a Delaware limited liability company ("Vencore"), made a \$500,000 secured loan to RAPT as evidenced by and as provided in:

1. Loan and Security Agreement Number 1714, executed on or about 17 December 2008, by and between RAPT, as Debtor, and VenCore, as Lender ("Security Agreement");

2. Addendum to Loan and Security Agreement Number 1714, dated 12 December 2008, by and between RAPT, as Debtor, and VenCore, as Lender;
3. Promissory Note Number 01 in the original principal amount of \$500,000.00, executed on or about 17 September 2008, and made by RAPT in favor of VenCore;
4. Promissory Note Number 02 in the original principal amount of \$17,815.00, executed on or about 3 May 2011, and made by RAPT in favor of VenCore;
5. Supplement Number 1, executed on or about 17 September 2008, and made by RAPT in favor of VenCore;
6. Supplement Number 2, executed on or about 3 May 2008, and made by RAPT in favor of VenCore;
7. Intellectual Property Security Agreement, dated as of 15 December 2008, by and between RAPT and VenCore;
8. UCC Financing Statement, filed with the California Secretary of State on 17 December 2008 as Document Number 087181943819;
9. UCC Financing Statement filed with the Pennsylvania Secretary of State on 19 December 2008 as Document Number 2008122200720;
10. Security Agreement recorded on 16 March 2009 in the United States Patent and Trademark Office, Reel/Frame No. 022408/0040;
11. The Loan Documents (as that term is defined in the Security Agreement);
and
12. Any and all other documents and agreements executed by RAPT or any other obligor in connection with the Secured Loan (collectively, the "Loan Documents").

B. RAPT's Default

RAPT defaulted under the Loan Documents, an Event of Default having occurred, and at the time of its default, RAPT owed VenCore \$334,648.60 (including accrued interest and fees), all as stated in VenCore's notice to RAPT by letter dated 11 November 2011.

C. Vencore's Assignment of Loan to IMReal

On or about 4 September 2012, IMReal purchased all of VenCore's rights in the Loan Documents, as evidenced by and provided in:

1. Assignment and Purchase Agreement, dated as of 4 September 2011, by and between VenCore, as assignor, and IMReal, as assignee ("Assignment and Purchase Agreement");

2. UCC Financing Statement Amendment filed with the California Secretary of State on 7 September 2012 as Document Number 1273280998;

3. UCC Financing Statement Amendment filed with the Pennsylvania Secretary of State on 7 September 2012 as Document Number 2012090706772;

4. Assignment and Purchase Agreement, recorded on 6 September 2012 in the United States Patent and Trademark Office, Reel/Frame No. 028920/0429.

Accordingly, IMReal is now and at all times since the assignment and purchase has been the lawful owner and holder of the Loan Documents.

D. IMReal's Remedies Include Accepting Collateral in Full Satisfaction of Debt

The Security Agreement provides, in Section 8.2, in part, "If an Event of Default shall occur and be continuing, Lender may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a creditor, whether secured or unsecured, under the [Uniform Commercial] Code [as from time to time effective in the State of Oregon] or under any other applicable law."

Under and as provided in section 79.0620 of the Oregon Revised Statutes, Oregon's enactment of section 9-620 of the Uniform Commercial Code, a secured party may acquire a debtor's interest in collateral, without the need for a sale or other disposition, if the secured party sends to the debtor and other persons after default an unconditional proposal to accept collateral in full satisfaction of the secured obligations, and the secured party does not receive, within 20 days after the proposal is sent, an authenticated notice of objection by the debtor or other person to which the proposal is required to be sent.

III. PROPOSAL TO ACCEPT COLLATERAL

A. IMReal's Proposal to Accept Collateral in Full Satisfaction of Debt

On 21 September 2012, IMReal, as Lender and Secured Party, gave notice of its proposal to accept the Accepted Property in full satisfaction of RAPT's secured obligations under the Loan Documents.

As of the date of the proposal, the amount due under the Loan Documents was \$334,648.60 plus accrued interest since 11 November 2011 (at the lesser of eighteen percent (18%) per annum or the highest rate allowed under applicable law) and fees.

B. No Objections to the Proposal

With its proposal, IMReal gave notice that anyone who objects to the proposal must send an authenticated notification of objection to IMReal, at the address stated above, so that IMReal receives it within 20 days of the date the proposal was sent, as provided in section 79.0620 of the Oregon Revised Statutes.

Objections must have been received by IMReal no later than 11 October 2012, because the proposal was sent on 21 September 2012.

No objections were received by 11 October 2012.

Accordingly, there are no effective notifications of objection, as provided in section 79.0620(d) of the Oregon Revised Statutes.

IV. RAPT'S CONSENT

By not making a timely objection, RAPT consented to the proposal, by operation of law, as provided in section 79.0620(3)(b) of the Oregon Revised Statutes, which provides in pertinent part, "A debtor consents to an acceptance of collateral in full satisfaction of the obligation it secures only if ... the secured party: (A) Sends to the debtor after default a proposal that is unconditional or subject only to a condition that collateral not in the possession of the secured party be preserved or maintained; (B) In the proposal, proposes to accept collateral in full satisfaction of the obligation it secures; and (C) Does not receive a notification of objection authenticated by the debtor within 20 days after the proposal is sent." (Paragraphing omitted.)

V. IMREAL'S ACCEPTANCE

A. IMReal Accepted the Property on 11 October 2012

In its notice of the proposal, IMReal stated, "If the debtor accepts or does not timely object and no other person who is entitled to notice timely objects, IMReal accepts unconditionally the above described property in full satisfaction of RAPT's secured obligations under the Loan Documents."

Hence, timely objections not having been received, IMReal on 11 October 2012, accepted the Accepted Property unconditionally in full satisfaction of RAPT's secured obligations under the Loan Documents.

B. The Accepted Property

The property that IMReal proposed to accept and accepted unconditionally in full satisfaction of RAPT's secured obligations under the Loan Documents consists of the following patents, patent applications, trademark and equipment, all of which are collateral under the Loan Documents (the "Accepted Property"):

[Remainder of page left blank.]

PATENTS		
Description	Patent/ Application Number	Issue/ Application Date
Apparatus and Method for Reactive Atom Plasma Processing for Material Deposition	6,660,177	12/9/2003
Systems and Methods for Laser-Assisted Plasma Processing	7,297,892	11/20/2007
Systems and Methods Utilizing an Aperture with a Reactive Atom Plasma Torch	7,304,263	12/4/2007
Apparatus and Method for Reactive Atom Plasma Processing for Material Deposition	7,311,851	12/25/2007
Method for Non-Contact Cleaning of a Surface	7,371,992	5/13/2008
Apparatus and Method for Atmospheric Pressure Reactive Atom Plasma Processing for Shaping of Damage-Free Surfaces	60/256,332	11/1/2001
Apparatus and Method for Atmospheric Pressure Reactive Atom Plasma Processing for Shaping of Damage-Free Surfaces	10/002,035	10/17/2002
Method for Atmospheric Pressure Reactive Atom Plasma Processing for Surface Modification	10/002,483	11/1/2001
Apparatus and Method for Reactive Atom Plasma Processing for Material Deposition	11/962,012	12/20/2007
Apparatus for Atmospheric Pressure Reactive Atom Plasma Processing for Surface Modification	10/868,426	6/15/2004
Apparatus and Method for Reactive Atom Plasma Processing for Material Deposition	10/608,384	6/27/2003
Apparatus and Method for Non-Contact Cleaning of a Surface	10/754,326	1/9/2004
Method for Non-Contact Cleaning of a Surface	11/871,092	10/11/2007
Systems and Methods Utilizing an Aperture with a Reactive Atom Plasma Torch	10/911,821	8/5/2004

PATENTS		
Description	Patent/ Application Number	Issue/ Application Date
Systems and Methods Utilizing an Aperture with a Reactive Atom Plasma Torch	11/875,787	10/19/2007
Systems and Methods for Laser-Assisted Plasma Processing	10/913,739	8/6/2004
Systems and Methods for Precision Plasma Processing	11/872,646	10/15/2007

TRADEMARKS		
Description	Registration/ Application Number	Registration/ Application Date
RAP	3,469,286	7/15/2008

EQUIPMENT
All equipment currently located in Fremont, California.

C. Effect of Acceptance

Hence, as provided in section 79.0622 of the Oregon Revised Statutes, Oregon's enactment of section 9-622 of the Uniform Commercial Code:

1. All of RAPT's rights in the above described property are transferred to IMReal.
2. RAPT's secured obligations under the Loan Documents are discharged.
3. IMReal's security interest under the Loan Documents is discharged.
4. Any subordinate interest in the above described property is terminated.

The acceptance does not terminate the rights of the United States Government, pursuant to Contract No. W-7405-ENG-48 between the United States Department of Energy and the University of California, in the inventions that are described in:

- a. Patent Application Series Code 10/Serial No. 002035 (Application No. 2002-0148560), dated 17 October 2002, and Patent No. 7,510,664, issued 31 March 2009;
- b. Patent Application Series Code 10/Serial No. 002,483 (Application No. 2002-0100751), dated 1 November 2001, and Patent No. 7,591,957, issued 22 September 2009; and
- c. Patent Application Series Code 10/Serial No. 868,426 (Application No. 2005-0000656), dated 15 June 2004.

D. Filings

Accordingly, RAPT shall:

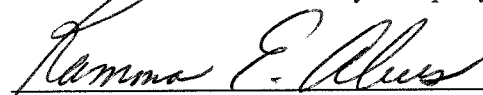
1. Record in the United States Patent and Trademark Office this Secured Party's Acceptance of Collateral in Full Satisfaction of Debtor's Obligations with respect to the above-described patents, patent applications, and trademarks;
2. Record in the Patent Offices of the European Union, Great Britain, France, Germany and Japan this Secured Party's Acceptance of Collateral in Full Satisfaction of Debtor's Obligations with respect to patents issued in those respective jurisdictions with respect to the properties that are the subject of the above-described patents and/or patent applications, and/or take such other steps as are suitable to protecting its rights.
3. File UCC Amendments with the California Secretary of State and Pennsylvania Secretary of State terminating the financing statements described above.
4. Take such other measures as it deems suitable.

E. Notice

Copies of this acceptance shall be sent by First Class mail, postage prepaid, to those persons listed on Exhibit A hereto.

Dated: October 23, 2012

IMReal Enterprises, LLC,
a California limited liability company



Ramona E. Alves
Managing Member

ALL-PURPOSE ACKNOWLEDGMENT FOR CALIFORNIA

STATE OF CALIFORNIA

)
) ss.
)

COUNTY OF CONTRA COSTA

On October 23, 2012, before me,

Patricia A. Knack

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

personally appeared

Ramona E. Alves

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patricia A. Knack

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Secured Party's Acceptance of Collateral in Full Satisfaction of Debtor's Obligations

Document Date: 11 October 2012 Number of Pages: 7 with a 2-page Exhibit A

Signer(s) Other Than Named Above: -- none --

Capacity(ies) Claimed by Signer

Signer's Name: Ramona E. Alves

- Individual
- Corporate Officer – Title(s): _____
- Partner – Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Managing member of limited liability company

Signer is representing: IMReal Enterprises, LLC, a California limited liability company

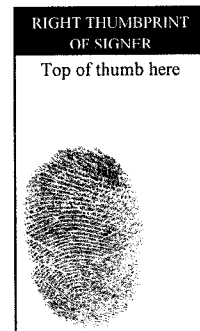


Exhibit A

FROM:	Secured Party	IMReal Enterprises, LLC, a California limited liability company	3001 Bridgeway Blvd., #204 Sausalito, CA 94965
TO:	Debtor	RAPT Industries, Inc., a California corporation	46335 Fremont Blvd. Fremont, CA 94538 Ramona E. Alves 3001 Bridgeway Blvd., #204 Sausalito, CA 94965
	Other Secured Parties	State of California, Employment Development Department Re: Notice of State Tax Lien, Doc., No. 11-7280358277, recorded 3 August 2011 with the California Secretary of State <i>and</i>	Lien Group, MIC 92G PO Box 826880 Sacramento, CA 94280-0001 UIPCD, MIC 40 PO Box 826880 Sacramento, CA 94280-0001
		Re: Notice of State Tax Lien, Doc. No. 12-7329185624, recorded 14 September 2012 with the California Secretary of State	
CC:	Inventors/ Assignors	Jeffrey W. Carr Andrew Chang Jude Kelley Peter S. Fiske	2575 Wright Ave. Pinole, CA 94564 Samsung Electronics, North American Headquarters 85 Challenger Road Ridgefield Park, NJ. 07660 drewpix@gmail.com 68 Hartness Road Sutton, MA 01590 6242 Ascot Drive Oakland, CA 94611
RE:	Security Interest	• UCC Financing Statement, filed with the California Secretary of State on 17 December 2008 as Document Number 087181943819;	

- UCC Financing Statement filed with the Pennsylvania Secretary of State on 19 December 2008 as Document Number 2008122200720;
- Security Agreement, executed by RAPT Industries, Inc., a California corporation, in favor of Vencore Solutions, LLC, a Delaware Limited Liability Company, recorded on 16 March 2009 in the United States Patent and Trademark Office, Reel/Frame No. 022408/0040;
- UCC Financing Statement Amendment, filed with the California Secretary of State on 7 September 2012 as Document Number 1273280998;
- UCC Financing Statement Amendment, filed with the Pennsylvania Secretary of State on 7 September 2012 as Document Number 2012090706772; and
- Assignment and Purchase Agreement, dated 4 September 2012, by and between Vencore Solutions, LLC, a Delaware limited liability company, as assignor, and IMReal Enterprises, LLC, a California limited liability company, as assignee, recorded on 6 September 2012 in the United States Patent and Trademark Office, Reel/Frame No. 028920/0429.