

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
Redmere Technology Limited		02/05/2013	a company existing under the laws of Ireland: IRELAND

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3533352	CRYSTAL CLEAR. PICTURE PERFECT.
Registration Number:	3438821	HDPURE
Registration Number:	3518802	MAGNIFEYE
Registration Number:	3520704	REDMERE

CORRESPONDENCE DATA

Fax Number: 7349302494
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-761-3780
 Email: asujek@bodmanlaw.com
 Correspondent Name: Angela Alvarez Sujek - Bodman PLC
 Address Line 1: 201 South Division, Suite 400
 Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$115.00 3533352

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	02/21/2013
Total Attachments: 9 source=Redmere Technology IPSA#page1.tif source=Redmere Technology IPSA#page2.tif source=Redmere Technology IPSA#page3.tif source=Redmere Technology IPSA#page4.tif source=Redmere Technology IPSA#page5.tif source=Redmere Technology IPSA#page6.tif source=Redmere Technology IPSA#page7.tif source=Redmere Technology IPSA#page8.tif source=Redmere Technology IPSA#page9.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(REDMERE TECHNOLOGY LIMITED)**

This Intellectual Property Security Agreement is entered into as of February 5, 2013, between COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and REDMERE TECHNOLOGY LIMITED, a company existing under the laws of Ireland ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations ("Financial Accommodations") to SPECTRA7 MICROSYSTEMS INC., a company existing under the *Canada Business Corporation Act*, and FRESCO MICROCHIP INC., a company existing under the *Business Corporation Act* (Ontario) (individually and collectively, "Borrower") pursuant to a Loan Agreement made as of February 5, 2013, between Bank and Borrower, as amended, restated, replaced and supplemented from time to time.

B. Bank is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Secured Obligations. Grantor executed and delivered to Bank that certain Security Agreement dated as of even date herewith (the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

C. Pursuant to the terms of the Security Agreement, Grantor has granted to Bank 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.

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 Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants and pledges to Bank 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 Exhibits 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), 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 Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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In the event of any conflict between the provisions hereunder and the provisions of the Loan Agreement then, notwithstanding anything contained in this Intellectual Property Security Agreement, the provisions contained in the Loan Agreement shall prevail and the provisions of this Intellectual Property Security Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Debtor is expressly permitted under the Loan Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Loan Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Loan Agreement does not expressly relieve the Debtor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Loan Agreement.

This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

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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:

110 Cochrane Drive, Suite 200
Markham, ON
Canada L3R 9S1
Fax: 905 480 9494
Attn:

GRANTOR:

REDMERE TECHNOLOGY LIMITED,
a company existing under the laws of Ireland

By: 

Name: Tony Scallia

Title:

Address of Bank:

Comerica Bank
MC 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK, a Texas banking association and
authorized foreign bank under the Bank Act (Canada)

By:

Name: Bryce Akman

Title: Vice President

With a copy to:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: 416.367.2460

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:

110 Cochrane Drive, Suite 200
Markham, ON
Canada L3R 9S1
Fax: 905 480 9484
Attn:

GRANTOR:

REDMERE TECHNOLOGY LIMITED,
a company existing under the laws of Ireland

By:

Name: Tony Stelliga

Title:

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK, a Texas banking association and
authorized foreign bank under the *Bank Act* (Canada)

By: 

Name: Bryce Aikman

Title: Vice President

With a copy to:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Robert C. Rosen
Fax: 416.367.2460

EXHIBIT A

Copyrights

None.

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TRADEMARK
REEL: 004968 FRAME: 0465

EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Programmable high-speed cable with printed circuit board and boost device	11/826710	7/18/07	8,295,296	10/23/12
Self calibrating cable for a high definition digital video interface	13/067493	6/6/11	8,280,669	10/2/12
Self calibrating cable for high definition digital video interface	12/461031	7/30/09	8,280,668	10/2/12
Startup circuit and high speed cable using the same	12/801434	6/9/10	8,272,023	9/18/12
Programmable high-speed cable with printed circuit board and boost device	12/379206	2/17/09	8,254,402	8/28/12
Self calibrating cable for high definition digital video interface	12/461030	7/30/09	8,073,647	12/6/11
Programmable high-speed cable with boost device	11/826716	7/18/07	8,058,918	11/15/11
Embedded power control in a high-speed cable	12/930000	3/2/11	8,006,277	8/23/11
Programmable cable with deskew and performance analysis circuits	11/826711	7/18/07	7,996,584	8/9/11
Self calibrating cable for a high definition digital video interface	12/219642	7/25/08	7,970,567	6/28/11
Method of deskewing a differential signal and a system and circuit therefor	11/623070	1/13/07	7,937,605	5/3/11
Programmable high-speed cable with boost device	12/379068	2/12/09	7,936,197	5/3/11
High-speed cable with embedded power control	12/461046	7/30/09	7,908,634	3/15/11

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Title	App. No.	Filing Date	Reg. No.	Date Granted
High-speed cable with embedded signal format conversion and power control	12/801435	6/9/10	7,873,980	1/18/11
High-speed cable with embedded power control	11/826713	7/18/07	7,861,277	12/28/10
Data recovery system for source synchronous data channels	11/623069	1/13/07	7,809,085	10/5/10
Repeater for a bidirectional serial bus	12/219565	7/24/08	7,793,022	9/7/10
System and method for calibrating a high-speed cable	11/826712	7/18/07	7,729,874	6/1/10
High speed data cable including a boost device for generating a differential signal	13/064043	3/3/11	n/a	n/a
Reduced wire count high speed data cable	12/805103	7/13/10	n/a	n/a
Low impedance boosted high speed data cable	12/805101	7/13/10	n/a	n/a
High speed data cable using an outer braid to carry a signal	13/064044	3/3/11	n/a	n/a
Low cost high speed data cable	13/064041	3/3/11	n/a	n/a
High speed data cable with impedance correction	13/064040	3/3/11	n/a	n/a
Economical boosted high speed data cable	13/064042	3/3/11	n/a	n/a
High speed data cable with shield connection	12/656994	2/23/10	n/a	n/a
Boosted cable for carrying high speed channels and methods for calibrating the same	12/585410	9/15/09	n/a	n/a
Data recovery system for source synchronous data channels	12/461047	7/30/09	n/a	n/a

Title	App. No.	Filing Date	Reg. No.	Date Granted
High current drive bandgap based voltage regulator	12/138914	6/13/08	n/a	n/a
Startup circuit and high speed cable using the same	13/573415	9/14/12	n/a	n/a
Provisional Patent Application	61/726523		n/a	n/a
Provisional Patent Application	61/728140		n/a	n/a
Provisional Patent Application	61/725953		n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
CRYSTAL CLEAR. PICTURE PERFECT.	77/330442	11/15/07	3,533,352	11/18/08
HDPURE	77/025851	10/20/06	3,438,821	6/3/08
MAGNIFEYE	77/017034	10/9/06	3,518,802	10/21/08
REDMERE	78/969994	9/8/06	3,520,704	10/21/08

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