

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
Segway Inc.		02/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	38505 Woodward Avenue
Internal Address:	Suite 1300
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	an Illinois banking corporation: ILLINOIS

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2865506	
Registration Number:	3230096	
Registration Number:	2863301	
Registration Number:	2787376	
Registration Number:	3021343	
Registration Number:	2877870	SEGWAY
Registration Number:	2971413	
Registration Number:	3233798	
Registration Number:	3107175	
Registration Number:	2780307	SEGWAY
Registration Number:	2805463	SEGWAY
Registration Number:	3230090	SEGWAY
Registration Number:	3240164	SEGWAY

OP \$490.00 2865506

Registration Number:	2971242	SEGWAY
Registration Number:	2891587	SEGWAY
Registration Number:	3101067	SEGWAY
Registration Number:	2769942	SEGWAY
Registration Number:	2830492	
Registration Number:	2727948	SEGWAY

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

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	02/28/2013

Total Attachments: 13
source=SSI Segway -- Executed Intellectual Property Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of February 28, 2013 by and between THE PRIVATEBANK AND TRUST COMPANY ("Lender") and SEGWAY INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Loan Agreement and all other Loan Documents, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Copyright Licenses, Patents, Patents Licenses, Trademarks and the Trademark Licenses 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.

2. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, 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 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Lender, of any or all other rights, powers or remedies.

3. 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.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

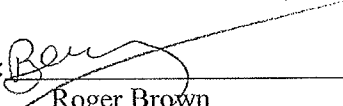
5. Capitalized terms used but not defined herein shall have the meanings set forth in the Loan Agreement.

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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.

GRANTOR:

SEGWAY INC.

By: 
Roger Brown
Its: President

Address of Grantor:

14 Technology Drive
Bedford, New Hampshire 03110
Attn: President

BANK:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: _____
Richard S. Arceci
Title: Managing Director

Address of Lender:
The PrivateBank and Trust Company
Suite 1300
Bloomfield Hills, Michigan 48304
Attention: Richard Arceci, Managing Director
Telephone: (248) 566-4738
Facsimile: (248) 644-8706

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.

GRANTOR:

SEGWAY INC.

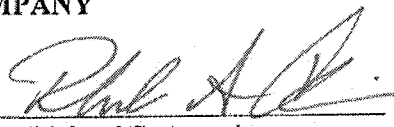
By: _____
Roger Brown
Its: President

Address of Grantor:

14 Technology Drive
Bedford, New Hampshire 03110
Attn: President

BANK:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Richard S. Arceci
Title: Managing Director

Address of Lender:
The PrivateBank and Trust Company
Suite 1300
Bloomfield Hills, Michigan 48304
Attention: Richard Arceci, Managing Director
Telephone: (248) 566-4738
Facsimile: (248) 644-8706

EXHIBIT A

Copyrights and Copyright Licenses

1. Copyrights

Title	Reg. No.	Reg. Date
Segway rider design	VA0001247894	4/12/04

2. Copyright Licenses

None.

EXHIBIT B

Patents and Patent Licenses

1. Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
Apparatus and method for control of a vehicle	12/266170	11/6/08	8,170,780	5/1/12
Methods and apparatus for moving a vehicle up or down a sloped surface	12/203019	9/2/08	8,146,696	4/3/12
Apparatus and method for pitch state estimation for a vehicle	11/837682	8/13/07	7,979,179	7/12/11
Speed limiting in electric vehicles	11/837687	8/13/07	7,962,256	6/14/11
Vehicle control by pitch modulation	11/249136	10/11/05	7,900,725	3/8/11
Enhanced control of a transporter	12/776618	5/10/10	7,857,088	12/28/10
Vehicle control by pitch modulation	12/337249	12/17/08	7,757,794	7/20/10
Enhanced control of a transporter	11/774876	7/9/07	7,740,099	6/22/10
Speed limiting for a balancing transporter accounting for variations in system capability	10/669879	9/23/03	6,868,931	3/22/05
Human transporter	29/262411	6/30/06	D551722	9/25/07
Human transporter	29/262412	6/30/06	D551592	9/25/07
Personal transporter	29/203876	4/20/04	D528468	9/19/06
Tread on platform	29/171742	11/27/02	D493747	8/3/04
Tapered support column with knuckle	29/171748	11/27/02	D493392	7/27/04
Yaw control	29/171766	11/27/02	D493129	7/20/04
Personal transporter	29/171747	11/27/02	D493128	7/20/04
Instruments and controls on a personal transporter	29/171746	11/27/02	D493127	7/20/04
Personal transporter fender	29/171881	12/2/02	D489300	5/4/04

Title	App. No.	Filing Date	Reg. No.	Date Granted
Personal transporter fender	29/171962	12/2/02	D489029	4/27/04
Handle for a personal transporter	29/171880	12/2/02	D489027	4/27/04
Apparatus and methods for control of a vehicle	13/555236	7/23/12	n/a	n/a
Apparatus and methods for control of a vehicle	13/455346	4/25/12	n/a	n/a
Apparatus and methods for control of a vehicle	13/036728	2/28/11	n/a	n/a
Apparatus and methods for control of a vehicle	13/036354	2/28/11	n/a	n/a

2. Patent Licenses

“Ginger License Agreement” between Segway Inc., a Delaware corporation, formerly Across LLC, a Delaware limited liability company (“Licensee”) and Deka Products Limited Partnership, a New Hampshire limited partnership (“Licensor”), dated June 30, 2000 pursuant to which Licensee received a paid-up, exclusive, perpetual, transferable license to utilize certain patents and technology. The License pertains to the following patents:

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
B02	HUMAN TRANSPORTER	5/27/1994	8250693	12/30/1997	5701965
B11	TRANSPORTATION VEHICLES AND METHODS	2/3/1995	8384705	10/26/1999	5971091
B19	TRANSPORTATION VEHICLES WITH STABILITY ENHANCEMENT USING CG MODIFICATION	6/7/1995	8479901	11/2/1999	5975225
B22	CONTROL LOOP FOR TRANSPORTATION VEHICLES	6/7/1995	8482616	8/11/1998	5791425
B50	ANTI-TIPPING MECHANISM	7/14/1997	8892566	5/16/2000	6062600
B51	INDICATION SYSTEM FOR VEHICLE	6/23/1997	8880574	8/18/1998	5794730

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
B76	BALANCING VEHICLE WITH PASSIVE PIVOTABLE SUPPORT	8/31/1999	9386686	5/13/2003	6561294
B88	BALANCING PERSONAL VEHICLE	12/8/1999	9456347	4/8/2003	6543564
B99	PERSONAL MOBILITY VEHICLES AND METHODS	6/4/1999	9325976	5/13/2008	7370713
C04	PERSONAL MOBILITY VEHICLES AND METHODS	6/4/1999	9325978	10/16/2001	6302230
C08	APPARATUS AND METHOD FOR A PITCH STATE ESTIMATOR FOR A PERSONAL	12/9/1999	9458148	12/18/2001	6332103
C13	FAULT TOLERANT ARCHITECTURE FOR A PERSONAL VEHICLE	9/27/1999	9406086	4/24/2001	6223104
C15	SYSTEM AND METHOD FOR STAIR CLIMBING IN A CLUSTER-WHEEL VEHICLE	10/27/1999	9428007	11/6/2001	6311794
C25	DECELERATION CONTROL OF A PERSONAL TRANSPORTER	10/13/2000	9687757	3/25/2003	6538411
C26	TRANSPORTER OSCILLATING ALARM	2/18/2000	9507148	11/25/2003	6651763
C27	CONTROL OF A BALANCING PERSONAL VEHICLE	3/14/2000	9524931	9/3/2002	6443250
C37	PERSONAL MOBILITY VEHICLES AND METHODS	8/10/2000	9635936	4/9/2002	6367817

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
C40	STEERING CONTROL OF A PERSONAL TRANSPORTER	10/13/2000	9687789	6/24/2003	6581714
C42	TRACTION CONTROL FOR A PERSONAL TRANSPORTER	10/13/2000	9687557	6/18/2002	6408240
C43	MOTOR AMPLIFIER AND CONTROL FOR A PERSONAL TRANSPORTER	12/18/2000	9739192	9/11/2001	6288505
C46	OPERATING MODES FOR STAIR CLIMBING IN A CLUSTER-WHEEL VEHICLE	1/9/2001	9757230	2/5/2002	6343664
C60	SAFETY SEPARATION SYSTEM	2/15/2001	9784529	4/15/2003	6547026
C61	CONTROL INPUTS FOR A BALANCING PERSONAL VEHICLE	3/21/2001	9813713	7/9/2002	6415879
C64	PERSONAL MOBILITY VEHICLES AND METHODS	5/21/2001	9862839	11/25/2003	6651766
C86	METHOD FOR ATTACHING A CARRIER TO A BALANCING TRANSPORTER	7/24/2003	10626468	2/21/2006	7000933
C89	METHOD AND SYSTEM FOR FAIL-SAFE MOTOR OPERATION	12/2/2002	10307892	11/15/2005	6965206
C90	MULTIPLE-PASSENGER TRANSPORTER	7/14/2003	10618914	11/29/2005	6969079
C96	CONTROL OF A PERSONAL TRANSPORTER BASED ON USER POSITION	9/13/2004	10939955	10/2/2007	7275607

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
D02	SELF-BALANCING LADDER AND CAMERA DOLLY	7/9/2003	10616025	7/12/2005	6915878
D04	SYNCHRONOUS SAMPLING OF PWM WAVEFORMS	12/3/2002	10308887	12/06/2011	8072180
D14	CONTROL OF A BALANCING PERSONAL VEHICLE	6/10/2002	10166553	10/5/2004	6799649
D20	MODEL-BASED FAULT DETECTION IN A MOTOR DRIVE	7/23/2003	10625017	8/15/2006	7091724
D22	MECHANISM FOR STAIR CLIMBING IN A CLUSTER-WHEEL VEHICLE	9/3/2002	10234025	9/9/2003	6615938
D27	PERSONAL TRANSPORTER	10/16/2002	10272480	9/28/2004	6796396
D39	YAW CONTROL FOR A PERSONAL TRANSPORTER	12/3/2002	10308850	9/14/2004	6789640
D55	SPEED LIMITING FOR A BALANCING TRANSPORTER	6/13/2003	10460970	4/5/2005	6874591
D56	NON-LINEAR CONTROL OF A BALANCING VEHICLE	6/12/2003	10460053	12/7/2004	6827163
D59	RIDERLESS STABILIZATION OF A BALANCING TRANSPORTER	6/13/2003	10461720	8/24/2004	6779621
D60	GUIDED CONTROL OF A TRANSPORTER	6/16/2003	10462379	6/16/2009	7546889

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
D61	BALANCING PERSONAL VEHICLE	2/26/2003	10374689	8/16/2005	6929080
D64	DYNAMIC BALANCING VEHICLE WITH A SEAT	5/13/2003	10436889	2/28/2006	7004271
D77	CONTROL OF A TRANSPORTER BASED ON ATTITUDE	7/11/2003	10617598	5/1/2007	7210544
D97	MOTION CONTROL OF A TRANSPORTER	7/11/2003	10617608	8/15/2006	7090040
E03	CONTROL SYSTEM AND METHOD	8/15/2001	9930127	6/3/2003	6571892
E05	SYSTEM AND METHOD FOR CONTROL SCHEDULING	4/21/2003	10419994	10/31/2006	7130702
E10	TRANSPORTER SHAFT COUPLING AND UNCOUPLING	12/3/2003	10726782	7/17/2007	7243572
E12	DYNAMIC CURRENT LIMITING	12/2/2003	10726164	1/31/2006	6992452
E26	SHAFT FEEDBACK SENSOR ERROR DETECTION	1/19/2005	11038777	8/28/2007	7263453
E30	DYNAMICALLY STABLE TRANSPORTER CONTROLLED BY LEAN	6/3/2005	11144309	2/13/2007	7174976
E33	VEHICLE CONTROL BY PITCH MODULATION	10/11/2005	11249170	4/6/2010	7690452
E35	TRANSPORTER OSCILLATING ALARM	11/1/2005	11263881	1/20/2009	7479872
E39	METHOD AND SYSTEM FOR FAIL-SAFE MOTOR OPERATION	11/14/2005	11273581	1/2/2007	7157875

Filing No.	Title	Filing Date	Serial No.	Issue Date	Patent No.
E40	DYNAMIC BALANCING VEHICLE WITH A SEAT	12/8/2005	11296878	9/25/2007	7273116
E64	TRANSPORTER MOTOR ALARM	10/25/2006	11552829	9/22/2009	7592900
E65	SYSTEM AND METHOD FOR CONTROL SCHEDULING	10/31/2006	11591284	10/14/2008	7437202
E69	DYNAMICALLY STABLE TRANSPORTER CONTROLLED BY LEAN	2/8/2007	11672743	9/7/2010	7789174
E85	DYNAMIC BALANCING VEHICLE WITH A SEAT	9/10/2007	11852767	4/6/2010	7690447
E86	CONTROL OF A PERSONAL TRANSPORTER BASED ON USER POSITION	9/28/2007	11863640	10/12/2010	7812715
E93	GUIDED CONTROL OF TRANSPORTER	10/29/2007	11926606	8/24/2010	7779939
E94	DYNAMICALLY STABLE TRANSPORTER CONTROLLED BY LEAN	10/29/2007	11/926737	5/29/2012	8186462
F68	USER INPUT FOR VEHICLE CONTROL	4/14/2008	12102104	5/4/2010	7708094
I04	VEHICLE CONTROL BY PITCH MODULATION	2/18/2010	12708058	5/10/2011	7938207
I34	CONTROL OF A PERSONAL TRANSPORTER	9/10/2010	12/879650	8/21/2012	8248222

EXHIBIT C

Trademarks and Trademark Licenses

1. Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
Design only	76/411841	5/23/02	2,865,506	7/20/04
Design only	76/411820	5/23/02	3,230,096	4/17/07
Design only	76/411840	5/23/02	2,863,301	7/13/04
Design only	76/411815	5/23/02	2,787,376	11/25/03
Design only	76/411833	5/23/02	3,021,343	11/29/05
SEGWAY	76/411837	5/23/02	2,877,870	8/24/04
Design only	76/413932	5/23/02	2,971,413	7/19/05
Design only	76/411838	5/23/02	3,233,798	4/24/07
Design only	76/411839	5/23/02	3,107,175	6/20/06
SEGWAY	76/343781	11/30/01	2,780,307	11/4/03
SEGWAY	76/343981	11/30/01	2,805,463	1/13/04
SEGWAY	76/344051	11/30/01	3,230,090	4/17/07
SEGWAY	76/344091	11/30/01	3,240,164	5/8/07
SEGWAY	76/343895	11/30/01	2,971,242	7/19/05
SEGWAY	76/343568	11/30/01	2,891,587	10/5/04
SEGWAY	76/343924	11/30/01	3,101,067	6/6/06
SEGWAY (Stylized letters)	76/342141	11/26/01	2,769,942	9/30/03
Design only	76/342198	11/26/01	2,830,492	4/6/04
SEGWAY	76/313604	9/12/01	2,727,948	6/17/03

2. Trademark Licenses

None.