

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
Life+Gear, Inc.		10/30/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4210555	PREPARE FOR LIFE
Registration Number:	4158340	PREPARED FOR LIFE
Registration Number:	3624765	PEACE OF MIND, WHEREVER YOU GO
Registration Number:	3589119	SAFETYCROSS
Registration Number:	3562593	LIFE+GEAR
Registration Number:	4042688	HIGHLAND
Registration Number:	3946399	GLOW
Registration Number:	3805114	
Registration Number:	3927097	GLOW KEY CHAIN
Registration Number:	3918284	GLOW FLASHER
Registration Number:	3619165	A
Registration Number:	3619161	AKARI DIGITAL
Registration Number:	3796644	NATURE DISK

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Registration Number:	3796643	NATURE DISK
Registration Number:	3740627	QUAD-POWERED
Registration Number:	3624303	QUAD-POWER
Registration Number:	3740626	QUAD-POWERED

CORRESPONDENCE DATA

Fax Number: 9193541278
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 9193143086
Email: loandocsdept@square1bank.com
Correspondent Name: SQUARE 1 BANK
Address Line 1: 406 Blackwell Street
Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-tkf/
Date:	06/23/2013

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 30, 2012 by and between SQUARE 1 BANK (“Bank”) and LIFE+GEAR, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Bank 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 Bank 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. Bank is willing to extend and to continue to extend financial accommodations to Grantor, 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 obligations of Grantor under the Loan Agreement.

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

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (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 (collectively, “Intellectual Property Collateral”).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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

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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 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 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.

SIGNATURE PAGE FOLLOWS

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TRADEMARK
REEL: 005054 FRAME: 0479

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:

Address of Grantor:

2002 Jimmy Durante Blvd., Suite 120

Del mar, CA 92014

LIFE+GEAR, INC.

By: 

Name: M. D. CONNOR

Title: CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: _____

Name: _____

Title: _____

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:

Address of Grantor:

2002 Jimmy Durante Blvd., Suite 120

Del mar, CA 92014

LIFE+GEAR, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: *Peter M. Oakes*

Name: Peter M. Oakes

Title: Senior Vice President

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EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

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EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Four-Way Power Source For Multifunction Tool	12511330	07/29/2009
Flashlight and Illuminated Rear Section with Two-Sided Lighting Module	12572558	10/02/2009
Electronic Glow Stick Device with Alternating Flasher	12716194	03/02/2010
Multipurpose Lighting Device with Electronic Glow Stick	7845820	12/07/2010
Beverage Bottle with Accessories	7914165	03/29/2011
Multipurpose Waterproof Lighting Device with Electronic Glow Stick	8113682	02/14/2012
Low Waste Packaging	8186512	05/29/2012
Light Clip	D614345	04/20/2010
Spot Flashlight	D616580	05/25/2010
Trapdoor for Spot Flashlight	D616581	05/25/2010
Flashlight	D616582	05/25/2010
Mini-Flashlight	D616583	05/25/2010
Glow Stick Packaging	D618542	06/29/2010
Glow Stick	D625860	10/19/2010
Glow Stick	D625861	10/19/2010
Glow Key Chain	D625914	10/26/2010
Glow Stick Multi-Purpose Safety Device	D626671	11/02/2010
Flashlight	D643956	08/23/2011
Auto Safety Tool	D647230	10/18/2011

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Rechargeable Flashlight	D647231	10/18/2011
Combination Lantern and Spotlight	D649274	11/22/2011
Backpack	D650576	12/20/2011
Combined Glow Stick and Multi-Purpose Safety Device	D598150	08/11/2009
Multi-Purpose Safety Device	D581568	11/25/2008
Multipurpose Lighting Device with Electronic Glow Stick	8186846	05/29/2012
Low Waste Packaging	13473506	05/16/2012
Multipurpose Lighting Device with Electronic Glow Stick	13473527	05/16/2012
Glow Lanterns with Supplemental Glow Functions in Base	29407468	11/28/2011
Glow Lanterns with Supplemental Glow Functions in Base	29407469	11/28/2011
Glow Lanterns with Supplemental Glow Functions in Base	29407470	11/28/2011
All-Metal Miniature Flashlight for Use as a Keychain Light	29411850	01/26/2012
Lighted Zipper Tag	29407471	11/28/2011
Headlamp	29054564	02/10/2012



EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Prepare for Life	4210555	09/18/2012
Prepared for Life	4158340	06/12/2012
Peace of Mind, Wherever You Go	3624765	05/19/2009
SAFETYCROSS	3589119	03/10/2009
LIFE+GEAR	3562593	01/13/2009
HIGHLAND	4042688	10/18/2011
GLOW	3946399	04/12/2011
Design Only	3805114	06/15/2010
GLOW KEY CHAIN	3927097	03/01/2011
GLOW FLASHER	3918284	02/08/2011
A	3619165	05/12/2009
AKARI DIGITAL	3619161	05/12/2009
NATURE DISK	3796644	06/01/2010
NATURE DISK	3796643	06/01/2010
QUAD-POWERED	3740627	01/19/2010
QUAD-POWER	3624303	05/19/2009
QUAD-POWERED	3740626	01/19/2010

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