

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
NANOLUMENS, INC.		07/25/2013	CORPORATION: GEORGIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4313832	NANOSHAPES
Registration Number:	4309772	NANOSLIM
Registration Number:	4278188	NANOFLEX
Registration Number:	3992752	NANOLUMENS
Serial Number:	85380708	NANOSHAPE
Serial Number:	85667992	NANOVISION

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: 919-314-3086
 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

CH \$165.00 4313832

TRADEMARK

NAME OF SUBMITTER:	Lee Conner
Signature:	/leeconner-sra/
Date:	07/25/2013
Total Attachments: 6 source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page1.tif source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page2.tif source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page3.tif source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page4.tif source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page5.tif source=NanoLumens Inc - Intellectual Property Security Agreement- Signed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of July 25, 2013 by and between SQUARE 1 BANK (“*Bank*”) and NANOLUMENS, INC., a Georgia 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 on or about the date hereof (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 to Bank, 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.

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 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

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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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IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

NANOLUMENS, INC.

4900 Avalon Ridge Parkway
Norcross, GA 30071

By: 

Name: RICHARD COPE

Title: PRESIDENT & CEO

BANK:

Address of Bank:

SQUARE 1 BANK

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

By: 

Name: Zach Robbitt

Title: AVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

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

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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
Systems for Facilitating Virtual presence	13/297784	11/16/2011

**EXHIBIT C
TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
NANOSHAPES	4313832	04/02/2013
NANOSLIM	4309772	03/26/2013
NANOSHAPE	85/380708	07/26/2011
NANOFLEX	4278188	01/22/2013
NANOVISION	85/667992	07/03/2012
NANOLUMENS	3992752	07/12/2011

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