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
INCIPIO TECHNOLOGIES, INC., as Grantor		08/16/2013	CORPORATION: CALIFORNIA
ORION DISTRIBUTION CORP., as Grantor		08/16/2013	CORPORATION: CALIFORNIA
BRAVEN LC, as Grantor		08/16/2013	LIMITED LIABILITY COMPANY: UTAH

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, as Administrative Agent
Street Address:	4100 Newport Beach Drive, Suite 900
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 58

Property Type	Number	Word Mark
Registration Number:	3791922	KICKSTAND
Registration Number:	3606017	DERMASHOT
Registration Number:	3606026	
Registration Number:	3606035	SILICRYLIC
Registration Number:	3602443	ECO CASE
Registration Number:	3606058	TONIC
Registration Number:	3606060	DUROSHOT
Registration Number:	3622870	THEDUKE
Registration Number:	3622872	FEATHER
Registration Number:	3626944	[OVRMLD]
Registration Number:	3623012	[PERFORMANCE]

CH $1465.00 3791922

Registration Number:	3623013	EASYREACH
Registration Number:	3887149	THE ART OF PROTECTION
Registration Number:	3887150	THE ART OF PROTECTION
Registration Number:	3725550	AREA
Registration Number:	3725551	TRIBAL
Registration Number:	3852264	INCIPIO LAB
Registration Number:	3888922	NGP
Registration Number:	3888923	1337
Registration Number:	3933606	HONU
Registration Number:	3853590	BOOMBOOMS
Registration Number:	4024376	HIPSTER
Registration Number:	3638230	INCIPIO
Registration Number:	3925296	EDGE
Registration Number:	3923156	DOTTIES
Registration Number:	3925668	TEK-NICAL
Registration Number:	3923159	XENON
Registration Number:	3925674	QUICKCHECK
Registration Number:	3937907	THE OX
Registration Number:	3937909	UNDERGROUND
Registration Number:	4092131	BIGSHOW
Registration Number:	4073802	PLEX
Registration Number:	4019505	DELTA
Registration Number:	3981657	BOMBPROOF
Registration Number:	3957767	HIVE
Registration Number:	3957491	MICROTEXTURE
Registration Number:	3956082	DESTROYER
Registration Number:	4188095	SPECIALIST
Registration Number:	4140370	STOWAWAY
Registration Number:	4132885	STEP
Registration Number:	4132882	INVERT
Registration Number:	4129637	TRIAD
Registration Number:	4366938	FEATHER
Registration Number:	4369857	DUALPRO
Serial Number:	85969267	INCIPIO
Registration Number:	4348742	OFFGRID

	85722288	ATLAS
Serial Number:	85704621	STASHBACK
Serial Number:	85701857	FREQUENCY
Registration Number:	4312747	CORE CASES
Registration Number:	4313814	KICKSNAP
Registration Number:	4261493	HIGHWIRE
Registration Number:	4261343	DOZER
Registration Number:	4261301	FOREMAN
Registration Number:	4227383	RESPONSE
Registration Number:	4227056	CODE
Registration Number:	4099806	PREDATOR
Registration Number:	4336017	BRAVEN

CORRESPONDENCE DATA

Fax Number: 3129847700

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

Phone: 312-372-2000

Email: kwalsh@mwe.com, jsbrown@mwe.com, jrotenberg@mwe.com

Correspondent Name: Kelly Walsh, McDermott Will & Emery LLP

Address Line 1: 227 W. Monroe Street, Suite 4400

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	074411-0037
NAME OF SUBMITTER:	Adam Spiegel, Esq.
Signature:	/Adam Spiegel/
Date:	08/20/2013

Total Attachments: 11

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of August 16, 2013, by and among INCIPIO TECHNOLOGIES, INC., a California corporation ("Borrower"), ORION DISTRIBUTION CORP., a California corporation ("Orion"), and BRAVEN LC, a Utah limited liability company ("Braven"; together with Borrower and Orion, are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and U.S. BANK NATIONAL ASSOCIATION in its capacity as administrative agent ("Administrative Agent") for Lenders party to the below-defined Credit Agreement (collectively, "Lenders").

PRELIMINARY STATEMENT

Borrower, Administrative Agent and Lenders are party to a Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Orion, Braven and Administrative Agent are parties to the Guaranty dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

In order to secure each Grantor's obligations under the Credit Agreement, Grantors executed and delivered to Administrative Agent, for the benefit of Administrative Agent and Lenders, that certain Security Agreement of even date herewith by and among the Grantors and Administrative Agent (the "Security Agreement").

Grantors are entering into this Agreement in order to secure their obligations under and in connection with the Credit Agreement, the Guaranty and the other Loan Documents and to induce Lenders to enter into and extend credit to Borrower under the Credit Agreement.

ACCORDINGLY, Grantors and Administrative Agent, on behalf of the Lenders, hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms defined in the Credit Agreement shall be applied herein as defined therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the California UCC to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Secured Obligations, each Grantor hereby grants, mortgages and pledges to Administrative Agent, for the benefit of Administrative Agent and Lenders, a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all of such Grantor's Patents (as defined in the Security Agreement) and Patent licenses to which it is a party, including those referred to in Part A to Schedule I hereto;

(b) all of such Grantor's Trademarks (as defined in the Security Agreement) and Trademark licenses to which it is a party, including those referred to in Part B to Schedule I hereto;

(c) all of such Grantor's Copyrights (as defined in the Security Agreement) and Copyright licenses to which it is a party, including those referred to in Part C to Schedule I hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles (as defined in the Security Agreement) with respect to the foregoing; and

(f) all products and proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent license, (B) past, present or future infringement of any Copyright or Copyright license, (C) past, present or future infringement or dilution of any Trademark or Trademark license, or (D) injury to the goodwill associated with any Trademark or Trademark license, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Administrative Agent, for the benefit of Administrative Agent and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

INCIPIO TECHNOLOGIES, INC.

By:_____
Andy Fathollahi
President

ORION DISTRIBUTION CORP.

By:_____
Andy Fathollahi
Vice President

BRAVEN LC

By:_____
Andy Fathollahi
President

"Administrative Agent"

U.S. BANK NATIONAL ASSOCIATION

By:_____
H. Geoffrey Coar
Senior Vice President

TRADEMARK
REEL: 005092 FRAME: 0436

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

"Grantors"

INCIPIO TECHNOLOGIES, INC.

By:_____
Andy Fathollahi
President

ORION DISTRIBUTION CORP.

By:_____
Andy Fathollahi
Vice President

BRAVEN LC

By:_____
Andy Fathollahi
President

"Administrative Agent"

U.S. BANK NATIONAL ASSOCIATION\

By: H. G. COAR
H. Geoffrey Coar
Senior Vice President

TRADEMARK
REEL: 005092 FRAME: 0437

SCHEDULE I

to

PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT

(PART A)

PATENTS

U.S. Patents				
Owner	**Description**	**Filing Date**	**Application Number**	**Patent Number**
Borrower	CASE	04/18/2011	29/389,864	D668246
Borrower	CASE	09/28/2012	29/433,387	
Borrower	CASE	03/02/2010	29/356,799	D639052
Borrower	CASE	12/21/2011	29/409,201	
Borrower	CASE	12/21/2011	29/409,447	D678870
Borrower	CASE	03/01/2010	29/356,691	D641346
Borrower	CASE	03/03/2010	29/356,874	D646265
Borrower	CASE	03/03/2010	29/356,879	D645032
Borrower	CASE	03/03/2010	29/356,880	D646672
Borrower	CASE	03/04/2010	29/356,973	D647518
Borrower	CASE	03/31/2010	29/356,974	D647895
Borrower	CASE	03/05/2010	29/357,019	D641347
Borrower	CASE	03/01/2010	29/356,670	D646671
Borrower	CASE	10/11/2011	29/403,835	
Borrower	Case	03/03/2010	29/356,886	D646673
Borrower	CASE	03/01/2010	29/356,692	D647517
Borrower	CASE	10/24/2011	29/404,688	D671931
Borrower	CASE	03/03/2010	29/356,888	D647084
Borrower	CASE	10/17/2011	29/404,206	
Borrower	CASE	10/11/2011	29/403,830	
Borrower	CASE	03/03/2010	29/356,890	D651201
Borrower	CASE	04/05/2010	29/359,067	D651202
Borrower	CASE	12/16/2011	29/408,873	D680521
Borrower	MOBILE PHONE CASE	09/23/2009	29/344,116	D616430
Borrower	CAMERA HOLE INSERT FOR PHONE CASE	07/13/2010	29/365,705	D665386
Borrower	CAMERA HOLE INSERT FOR PHONE CASE	08/13/2012	29/429,550	
Borrower	CASE	02/14/2011	29/385,458	D681615

U.S. Patents				
Owner	**Description**	**Filing Date**	**Application Number**	**Patent Number**
Borrower	CASE	04/30/2013	29/453,497	
Borrower	CASE	04/30/2013	29/453,499	
Borrower	CASE	07/18/2011	29/397,566	D672146
Borrower	CASE	06/21/2011	29/394,766	D673958
Borrower	CASE	02/08/2012	29/412,879	
Borrower	CASE	09/01/2010	29/369,069	D649144
Borrower	CASE	11/18/2011	29/406,847	D682816
Borrower	CASE	03/16/2012	29/416,008	
Borrower	CASE	02/08/2012	29/412,884	
Borrower	CASE	02/08/2012	29/412,885	
Borrower	CASE	02/08/2012	29/412,883	
Borrower	CASE	02/08/2012	29/412,881	
Borrower	CASE	03/16/2012	29/416,006	
Borrower	CASE	07/18/2012	29/427,479	
Borrower	CASE	07/20/2012	29/427,726	
Borrower	CASE	09/21/2012	29/432,914	
Borrower	CASE	09/21/2012	29/432,901	
Borrower	CASE	09/28/2012	29/433,446	
Borrower	CASE	09/27/2012	29/433,226	
Borrower	CASE	09/21/2012	29/432,911	
Borrower	CASE	09/21/2012	29/432,908	
Borrower	PACKAGING	09/21/2012	29/432,897	
Borrower	CASE	09/28/2012	29/433,447	
Borrower	CASE	09/27/2012	29/433,290	
Borrower	CASE	09/27/2012	29/433,293	
Borrower	CASE	09/27/2012	29/433,294	
Borrower	CASE	09/21/2012	29/432,891	
Borrower	CASE	03/15/2013	29/450,274	
Borrower	CASE	03/15/2013	29/450,251	
Borrower	PROTECTIVE CASES FOR MOBILE DEVICES	08/12/2009	12/540,316	
Borrower	BATTERY CASE FOR MOBILE DEVICE	06/05/2012	13/489,325	8390255
Borrower	BATTERY CASE FOR MOBILE DEVICE	03/01/2013	13/783,129	
Borrower	ACTIVE SUSPENSION CASE FOR A MOBILE DEVICE	07/30/2012	61/677,432	
Borrower	ACTIVE SUSPENSION CASE FOR A MOBILE DEVICE	06/05/2013	13/910,980	

U.S. Patents				
Owner	**Description**	**Filing Date**	**Application Number**	**Patent Number**
Borrower	PROTECTIVE CASE FOR MOBIL DEVICE	03/14/2013	61/785,755	
Borrower	PROTECTIVE CASE FOR MOBIL DEVICE	04/25/2013	61/813,577	
Borrower	MOBILE DEVICE COVER WITH DISPLAY MODULE	03/13/2013	61/779,696	
Borrower	CASE FOR MOBILE DEVICE	03/15/2013	61/799,926	
Borrower	DISTANCE MARKER AND MOBILE DEVICE CASE FOR DISTANCE MEASUREMENT	04/17/2013	61/813,021	
Braven	BATTERY-POWERED STEREO SPEAKER ASSEMBLY HAVING POWER CONNECTION FOR CHARGING A HANDHELD DEVICE	10/09/2012	13/648,276	
Braven	BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	05/03/2013	29/453,975	
Braven	BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	05/02/2013	29/453,807	
Braven	WATER-RESISTANT, BATTERY-POWERED SPEAKER FOR HANDHELD DEVICES	05/16/2013	29/455,121	

(PART B)

TRADEMARKS

U.S. Trademarks, Trade Names and Service Marks				
Owner	**Mark**	**Filing Date / Issue Date**	**Application Number**	**Registration Number**
Borrower	Kickstand	05/25/2010	77573756	3791922
Borrower	Dermashot	04/14/2009	77573758	3606017
Borrower	Incipio Logo	04/14/2009	77578169	3606026
Borrower	Silicrylic	04/14/2009	77582576	3606035
Borrower	Eco Case	04/07/2009	77585680	3602443
Borrower	Tonic	04/14/2009	77592188	3606058
Borrower	Duroshot	04/14/2009	77592571	3606060
Borrower	TheDuke	05/19/2009	77592662	3622870
Borrower	Feather	05/19/2009	77592677	3622872
Borrower	OVRMLD	05/26/2009	77629815	3626944
Borrower	PERFORMANCE	05/19/2009	77629840	3623012
Borrower	EASYREACH	05/19/2009	77629855	3623013
Borrower	The Art of Protection	12/07/2010	77700446	3887149
Borrower	The Art of Protection	12/07/2010	77700446	3887150
Borrower	Area	12/15/2009	77765622	3725550
Borrower	Tribal	12/15/2009	77765630	3725551
Borrower	Incipio Lab	09/28/2010	77792095	3852264
Borrower	NGP	12/14/2010	77898666	3888922
Borrower	1337	12/14/2010	77898673	3888923
Borrower	Honu	03/22/2011	77941429	3933606
Borrower	Boombooms	09/28/2010	77962162	3853590
Borrower	Hipster	09/13/2011	77664043	4024376
Borrower	Incipio	06/16/2009	77565173	3638230
Borrower	EDGE	03/01/2011	85080600	3925296
Borrower	Dotties	02/22/2011	85094837	3923156
Borrower	TEK-NICAL	03/01/2011	85095193	3925668
Borrower	Xenon	02/22/2011	85096760	3923159
Borrower	QuickCheck	03/01/2011	85097320	3925674
Borrower	THE OX	03/29/2011	85097327	3937907
Borrower	UNDERGROUND	03/29/2011	85097350	3937909
Borrower	BIGSHOW	01/24/2012	85186729	4092131
Borrower	PLEX	12/20/2011	85311143	4073802

U.S. Trademarks, Trade Names and Service Marks				
Owner	**Mark**	**Filing Date / Issue Date**	**Application Number**	**Registration Number**
Borrower	DELTA	08/30/2011	85238215	4019505
Borrower	BOMBPROOF	06/21/2011	85186767	3981657
Borrower	HIVE	05/10/2011	85133997	3957767
Borrower	MICROTEXTURE	05/10/2011	85124921	3957491
Borrower	DESTROYER	05/03/2011	85096354	3956082
Borrower	SPECIALIST	08/07/2012	85186729	4188095
Borrower	STOWAWAY	05/08/2012	85375556	4140370
Borrower	STEP	04/24/2012	85237184	4132885
Borrower	INVERT	04/24/2012	85236534	4132882
Borrower	TRIAD	04/17/2012	85236604	4129637
Borrower	FEATHER	07/16/2013	85636147	4366938
Borrower	DUALPRO	07/16/2013	85635025	4369857
Borrower	INCIPIO	06/25/2013	85969267	
Borrower	OFFGRID	06/11/2013	85437903	4348742
Borrower	ATLAS	09/06/2012	85722288	
Borrower	STASHBACK	08/15/2012	85704621	
Borrower	FREQUENCY	08/13/2012	85701857	
Borrower	CORE CASES	04/02/2013	85697311	4312747
Borrower	KICKSNAP	04/02/2013	85374401	4313814
Borrower	HIGHWIRE	12/18/2012	85616418	4261493
Borrower	DOZER	12/18/2012	85614502	4261343
Borrower	FOREMAN	12/18/2012	85613825	4261301
Borrower	RESPONSE	10/16/2012	85422351	4227383
Borrower	CODE	10/16/2012	85375602	4227056
Borrower	PREDATOR	02/14/2012	85094236	4099806
Braven	Braven	05/14/2013	85551237	4336017

Non-U.S. Trademarks, Trade Names and Service Marks					
Owner	**Mark**	**Jurisdiction**	**Filing Date / Issue Date**	**Application Number**	**Registration Number**
Borrower	INCIPIO	China P.R.	11/07/2010	7236728	7236728
Borrower	INCIPIO	Colombia	11/23/2011	11160640	
Borrower	INCIPIO	International	10/28/2011	009994054	009994054
Borrower	INCIPIO	Hong Kong	03/05/2009	301297837	301297837

Non-U.S. Trademarks, Trade Names and Service Marks					
Owner	**Mark**	**Jurisdiction**	**Filing Date / Issue Date**	**Application Number**	**Registration Number**
Borrower	INCIPIO	Japan	06/17/2011	201123599	5419773
Borrower	INCIPIO	South Korea	01/13/2012	4020122464	
Borrower	INCIPIO	Venezuela	02/03/2011	0017982011	
Borrower	INCIPIO AND DESIGN	Honduras	05/08/2012	160312012	
Borrower	INCIPIO AND DESIGN	Honduras	05/08/2012	160302012	
Borrower	INCIPIO AND DESIGN	Honduras	05/08/2012	160292012	
Borrower	INCIPIO and Logo Mark	Honduras	08/16/2012	28802/2012	
Borrower	INCIPIO and Logo Mark	Honduras	08/16/2012	28803/2012	
Borrower	INCIPIO and Logo Mark	Honduras	08/16/2012	28804/2012	
Borrower	INCIPIO	Canada	07/02/2013	1633517	
Borrower	INCIPIO	International	06/25/2013	A0036575	1168159
Braven	Braven	South Korea	08/29/2012	40-2012-0054262	
Braven	Braven	Taiwan	07/01/2013	101048084	01586104
Braven	Braven	Mexico	08/27/2012	1303459	
Braven	Braven	Thailand	09/14/2012	862391	
Braven	Braven	China	08/29/2012	11418345	
Braven	Braven	Canada	08/23/2012	1054765	
Braven	Braven	Malaysia	08/30/2012	2012014698	
Braven	Braven	Philippines	02/08/2013	4-2012-010350	4/2012/00010350
Braven	Braven	Brazil	09/17/2012	905302206	
Braven	Braven	Australia	08/24/2012	1510460	
Braven	Braven	Morocco	09/28/2012	146833	
Braven	Braven	Hong Kong	08/28/2012	302358045	
Braven	Braven	Japan	08/24/2012	2012-68671	5566522
Braven	Braven	European Union	02/01/2013	A 011139243	A 011139243
Braven	Braven	Singapore	08/24/2012	T1212506A	T1212506A
Braven	Braven	New Zealand	08/28/2012	964412	964412

(PART C)

COPYRIGHTS

U.S. Copyrights			
Owner	**Description**	**Issue Date**	**Registration Number**
Borrower	Frequency	10/23/2012	VA0001834876
Borrower	Hive		registration pending
Borrower	Tribal	07/19/2010	VA0001730773

Non-U.S. Copyrights			
Owner	**Description**	**Issue Date**	**Registration Number**
Borrower	Frequency	04/24/2013	China C2232031