

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Vision Systems, Inc.		10/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 East Trimble Road, M/C 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4356207	REDVISION	
Serial Number:	85833654	CLEARCLOSE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
Signature:	/Linda A. Salera/		
Date:	10/30/2013		

OP \$65.00 4356207

TRADEMARK

Total Attachments: 6

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 25, 2013, is entered into by and between **RED VISION SYSTEMS, INC.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, a Texas banking association (hereinafter, together with its successors in title and assigns, called the "**Lender**").

Statement of Facts

A. Pursuant to the Loan and Security Agreement, dated as of August 24, 2011, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Lender has made and has agreed to make loans to the Grantor (collectively, the "**Loans**").

B. In order to induce the Lender to make additional Loans and other credit extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement.

D. Upon the terms contained in the Loan Agreement, the Grantor has agreed to execute and deliver to the Lender this Supplemental Intellectual Property Security Agreement, which is supplemental to the Loan Agreement and also supplemental to that certain Intellectual Property Security Agreement, dated as of August 24, 2011, between the Grantor and the Lender (the "**First IP Security Agreement**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Supplemental Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) "**Intellectual Property Collateral**" shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

- (i) the Trademarks referred to in Schedule I hereto;
- (ii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each such Trademark; and
- (iii) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any such Trademark, and (B) injury to any goodwill associated with any such Trademark.

(b) "Loan Agreement" and "First IP Security Agreement" shall have the meanings given to such terms in the Statement of Facts above.

(c) "Loan Obligations" shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Supplemental Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein and are not otherwise defined in the Loan Agreement. References to the Loan Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. Grant of Security Interests. To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral.

3. Loan Agreement. The security interests and Liens granted by the Grantor to the Lender pursuant to this Supplemental Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement and the First IP Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted under this Supplemental Intellectual Property Security Agreement, the First IP Security Agreement and the Loan Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other Applicable Law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Supplemental Intellectual Property Security Agreement and also the Loan Agreement. In the event of any inconsistency between the terms and conditions of this Supplemental Intellectual Property Security Agreement and the Loan Agreement, then the terms and conditions of the Loan Agreement shall prevail.

4. Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Supplemental Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

5. Choice Of Law And Venue; Jury Trial Waiver. THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

6. Delivery by Facsimile or Electronic Mail. Delivery of an executed counterpart of this Supplemental Intellectual Property Security Agreement by facsimile transmission or electronic mail in portable document format (.pdf) shall be as effective as delivery of an original manually executed counterpart of this Supplemental Intellectual Property Security Agreement.


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****Signature Page to Red Vision Systems, Inc. Supplemental Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.


The Grantor:

RED VISION SYSTEMS, INC.

By: 
Name: GREGORY THOMPSON
Title: VP - FINANCE

The Lender:

COMERICA BANK

By: 
Name: Paula J. Howell
Title: Senior Vice President

****Signature Page to Red Vision Systems, Inc. Supplemental Intellectual Property Security Agreement****

SCHEDULE I

To

RED VISION SYSTEMS, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See attached Annex A.

B. U.S. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
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See attached Annex A.

ANNEX A

to

SCHEDULE I

to

RED VISION SYSTEMS, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
REDVISION	4356207	06/25/2013

B. U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
CLEARCLOSE	85833654	01/28/2013