

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
INTRINSIC TECHNOLOGIES, LLC		05/08/2012	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	PACIFIC BUSINESS CAPITAL CORPORATION
Street Address:	245 Fischer Avenue
Internal Address:	Suite A-1
City:	Costa Mesa
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	75862599	INTRINSIC
Serial Number:	75862300	INTRINSIC TECHNOLOGIES
Serial Number:	75862597	SWIMAGE
Serial Number:	77341545	SWIMAGE

CORRESPONDENCE DATA

Fax Number: 7149662490
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 714-241-1664
 Email: bboapc@sbcglobal.net
 Correspondent Name: Bruce B Osterstrom
 Address Line 1: 245 Fischer Avenue
 Address Line 2: Suite A-1
 Address Line 4: Costa Mesa, CALIFORNIA 92626

OP \$115.00 75862599

ATTORNEY DOCKET NUMBER:	INTRINSIC 97998-445
NAME OF SUBMITTER:	BRUCE B. OSTERSTROM
Signature:	/Bruce B. Ostestrom/
Date:	11/26/2013
Total Attachments: 5 source=Intrinsic IP Security Agreement#page1.tif source=Intrinsic IP Security Agreement#page2.tif source=Intrinsic IP Security Agreement#page3.tif source=Intrinsic IP Security Agreement#page4.tif source=Intrinsic IP Security Agreement#page5.tif	

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of May 8, 2012, is made by INTRINSIC TECHNOLOGIES, LLC, an Illinois Limited Liability Company, Debtor and Debtor-in-Possession ("Debtor"), in favor of PACIFIC BUSINESS CAPITAL CORPORATION ("Secured Party").

A. Pursuant to that certain Post-Petition Accounts Receivable Finance & Security Agreement, effective May 8, 2012, by and among Debtor and Secured Party (including all annexes, exhibits, and schedules thereto, and as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Debtor.

B. Pursuant to the Loan Agreement and related agreements, Debtor is required to execute and deliver to Secured Party, for the benefit of Secured Party, this Intellectual Property Security Agreement.

C. **NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in the Loan Agreement shall be applied in this Agreement as defined or established in the Loan Agreement. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the California Uniform Commercial Code to the extent the same are used or defined there.

2. Debtor hereby grants to Secured Party a continuing first-priority security interest on all of Debtor's right, title, and interest in, to and under the property described in Exhibit "A", attached hereto and incorporated herein by this reference, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral").

3. The security interest granted pursuant to this Agreement is granted in conjunction with the liens granted to Secured Party, for the benefit of Secured Party, pursuant to the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

INTRINSIC TECHNOLOGIES, LLC,
Debtor and Debtor-in-Possession

PACIFIC BUSINESS CAPITAL CORPORATION

By: 
RICHARD L. SCHENDELMAN
Authorized Managing Member

By: 
BERNARD J. HITTNER, CEO

EXHIBIT "A" TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

All right, title and interest of INTRINSIC TECHNOLOGIES, LLC, an Illinois Limited Liability Company, Debtor and Debtor-in-Possession ("Debtor") now owned or hereafter acquired in and to the following:

(1) All patentable inventions, patent rights, shop rights, letters of patent of the United States or any other country, all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all patent registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Part 1 below (collectively, the "Patents");

(2) All copyrights, including all original works of authorship fixed in any tangible medium of expression; all right, title, and interest in the foregoing, and all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Copyright Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Part 2 below (collectively, the "Copyrights");

(3) All trademarks, trade names, trade styles, and service marks, and all prints and labels on which said trademarks, trade names, trade styles, and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired; all right, title, and interest in the foregoing, all registrations and recordings of the foregoing, including all applications, registrations, and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state, or any foreign country or political subdivision of such a country, relating to the software described in Part 3 below, including any and all goodwill associated with it (collectively, the "Trademarks");

(4) All rights of Debtor under any written agreement with respect to the use of any Patents, Copyrights, Trademarks, trade secrets, or proprietary or confidential information, including rights of a licensee or licensor with respect thereto;

(5) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulas, quality control standards, operating and training manuals and materials, proprietary data, know-how, ideas, concepts, methodologies, processes, practices, techniques, written products, and any other documentation, tools, procedures, and other intellectual capital with respect to any Patents, Copyrights, and Trademarks; and

(6) All products and proceeds of the foregoing.

Part 1 (Patents, Including Patent Applications)

Country	Filing Date	Application Serial No.	Title
USA	November 16, 2007	61/003,408	METHOD OF AUTOMATED OPERATING SYSTEM DEPLOYMENT FOR DATA PROCESSORS HAVING ENCRYPTED DATA
USA	November 29, 2007	11/998,451	METHOD OF AUTOMATED OPERATING SYSTEM DEPLOYMENT FOR NETWORK OF MULTIPLE DATA PROCESSORS

Part 2 (Copyrights, Including Copyright Applications)

Country	Description	Registration No.	Registration Date
USA	Computer Program	TX0006187882	June 6, 2006

Part 3 (Trademarks, Including Trademark Applications)

Country	Description	Serial No.	Filing Date
USA	"INTRINSIC"	75862599	December 2, 1999
USA	"INTRINSIC TECHNOLOGIES"	75862300	December 2, 1999
USA	"SWIMAGE"	75862597	December 2, 1999
USA	"SWIMAGE"	77341545	November 20, 2007

ACKNOWLEDGMENT

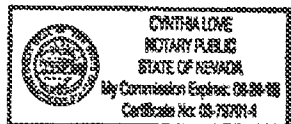
STATE OF Nevada)
) SS
COUNTY OF Clark)

On Oct 25, 2012, before me Cynthia Love,
the undersigned Notary Public in and for said State, personally appeared RICHARD L.
SCHEDELMAN, who proved to me on the basis of satisfactory evidence to be the person whose
name is subscribed to the within instrument and acknowledged to me that he/she executed the same
in his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Cynthia Love



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF ORANGE)

On November 22, 2013, before me, Cathie F. Messenger, a Notary Public, personally appeared **BERNARD J. HITTNER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

