

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
ZINK Imaging, Inc.		11/18/2013	CORPORATION:

RECEIVING PARTY DATA

Name:	Ikofin Ltd.
Street Address:	183 Electric Road
Internal Address:	Unit 3401-2, AIA Tower
City:	North Point
State/Country:	HOWLAND ISLAND
Entity Type:	COMPANY: HONG KONG

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Serial Number:	85829177	ZCLUB
Serial Number:	85829181	APP PRINTER
Serial Number:	85956149	ZINK HAPPY+
Serial Number:	85956147	ZINK HAPPY+
Serial Number:	85956134	ZINK DESIGN AND PRINT STUDIO
Serial Number:	85773512	HAPPY +
Serial Number:	85568147	AIRWAVE
Serial Number:	85691507	ZINK HAPPY PRINT +
Serial Number:	85783710	MAKE YOUR WORLD HAPPY
Serial Number:	85783704	MAKE YOUR WORLD A HAPPY WORLD
Serial Number:	85729384	HAPPY
Serial Number:	85729360	ZINK HAPPY
Serial Number:	85710058	
Serial Number:	85710042	ZROLL

CH \$1165.00 85829177

Serial Number:	85705840	ZINK BIG
Serial Number:	85703945	ZINK MAILEASY
Serial Number:	85568172	CLIO COMPANION
Serial Number:	85543759	Z-ROLL
Serial Number:	85508406	ZINK APPPRINTER
Serial Number:	85508397	APPPRINTER
Serial Number:	85829179	SMART APP PRINTER
Serial Number:	85710050	
Serial Number:	85710035	HAPPY
Serial Number:	85691524	ZINK HAPPY PRINT
Serial Number:	85660238	ZINK APPY
Serial Number:	85659522	ZINK HAPPY
Serial Number:	85659518	ZINK APPY
Serial Number:	85659513	ZINK HAPPY
Serial Number:	85659505	HAPPY
Serial Number:	85568161	COMPANION
Serial Number:	85498789	NIFTY
Serial Number:	85498782	ZINK NIFTY
Serial Number:	85659537	APPY
Serial Number:	85659526	HAPPY
Serial Number:	85435338	CLIO
Serial Number:	85773516	HAPPY +
Serial Number:	85659510	APPY
Registration Number:	3532400	ZINK. ZERO INK.
Registration Number:	3565854	ZERO INK
Registration Number:	3659303	ZINK
Registration Number:	3655864	ZINK. ZERO INK.
Registration Number:	3588851	SMART SHEET
Registration Number:	3865887	ZERO INK. ZERO BOUNDARIES.
Registration Number:	3525618	ZINK ZERO INK
Registration Number:	3525617	
Registration Number:	4045628	ZZZ ZINK ZERO INK

CORRESPONDENCE DATA

Fax Number: 6179464801

**TRADEMARK**  
**REEL: 005164 FRAME: 0681**

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

Phone: 617-946-4830  
Email: bosipto@seyfarth.com  
Correspondent Name: BRIAN MICHAELIS  
Address Line 1: TWO SEAPORT LANE  
Address Line 2: SUITE 300  
Address Line 4: BOSTON, MASSACHUSETTS 02210-2028

ATTORNEY DOCKET NUMBER:	79572.5
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**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Brian Michaelis
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Signature:	/Brian Michaelis/
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Date:	12/02/2013
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**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of November 18, 2013, is made by ZINK Imaging, Inc. (the "Grantor"), located at 16 Crosby Drive, Boston, MA 01730 in favor of IKOFIN LTD. (the "Secured Party"), located at Unit 3401-2, ALA Tower, 183 Electric Rd, North Point, Hong Kong.

WHEREAS, Grantor and Secured Party entered into that Secured Note and Warrant Purchase Agreement, dated as of July 31, 2013 (the "Note & Warrant Purchase Agreement"), pursuant to which the Secured Party advanced, and the Grantor accepted loans in the aggregate amount of, as of the date hereof, \$4,664,500, which loans are evidenced by the Subordinated Secured Convertible Promissory Note, dated as of July 31, 2013, as subsequently amended by the First Amendment to Subordinated Secured Convertible Promissory Note, dated as of August 29, 2013, the Second Amendment to Subordinated Secured Convertible Promissory Note, dated as of October 28, 2013, the Third Amendment to Subordinated Secured Convertible Promissory Note, dated as of November 8, 2013, and the Fourth Amendment to Subordinated Secured Convertible Promissory Note, dated as of November 18, 2013, issued by Grantor to Secured Party in the principal amount of \$4,664,500 (as the same may be subsequently amended, restated, supplemented, modified or replaced, the "Note").

WHEREAS, as a condition to the making of the loans by the Secured Party under the Note & Warrant Agreement, and to secure all of the Grantor's obligations to the Secured Party under the Note & Warrant Agreement, the Note, and the other documents executed between the parties in connection therewith, Grantor has executed and delivered to the Secured Party that certain Security Agreement, dated as of July 29, 2013, made by and between the Grantor and the Secured Party (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and, in order to provide further assurances to the Secured Party in accordance with the Security Agreement, the Grantor has agreed to execute and deliver this IP Security Agreement, for recording with U.S. national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "**IP Collateral**");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Note & Warrant Agreement, the Note, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

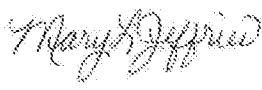
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ZINK IMAGING, INC.

By: 

Name: Mary Jeffries  
Title: CEO

AGREED TO AND ACCEPTED:

IKOFIN LTD.,  
as Secured Party

By: \_\_\_\_\_

Name: Jim Choi  
Title: Director

By: \_\_\_\_\_

Name: Eric Lux  
Title: Director

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ZINK IMAGING, INC.

By: \_\_\_\_\_

Name: Mary Jeffries  
Title: CEO

AGREED TO AND ACCEPTED:

IKOFIN LTD.,  
as Secured Party

By: \_\_\_\_\_ 

Name: Jin Choi  
Title: Director

By: \_\_\_\_\_ 

Name: Eric Lux  
Title: Director



**SCHEDULE 1**

**PATENTS AND PATENT APPLICATIONS**

Three-Dimensional Display Method (s) And Apparatus	5,812,186
Thermal Imaging System	6,801,233
Thermal Imaging System	6,906,735
Thermal Imaging System	7,166,558
	7,388,686
Thermal Imaging System	7,635,660
	8,377,844
Thermal Imaging Members Containing Same Print Job Data Processing For Multi-Head Printers	<i>Allowed</i>
Method and Apparatus for Voltage Correction	6,661,443
Thermal Response Correction System	6,819,347
	6,940,533
Apparatus	6,951,952
Novel Dyes	6,959,849
Drive Roller Assembly	6,987,524
Thermal Printer Assembly	6,989,850
Thermal Printer Apparatus	6,995,783
Thermal Printer Assembly	7,008,759
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,086,795
Roller Assembly	7,176,161
Imaging System (dyes)	7,176,953
Thermal Response Correction System	7,220,868
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,279,264
Novel Dyes And Use Thereof In Thermal	7,282,317
Novel Dye Complexes And Use Thereof In Imaging Members And Methods	7,283,666
Digital Image Exposure Correction	

	7,295,224
Thermal Response Correction System	7,298,387
Thermal Print Head Temperature Estimation System	7,328,980
Method And Apparatus For Controlling The Uniformity Of Print Density Of A Thermal Print Head Array	7,369,145
Parametric Programmable Thermal Printer	7,391,427
thermal printer	7,408,563
Print Job Data Processing For Multi-Head Printers	7,416,267
Image Registration, Method For Printing An Image Using Said Printing Device And System For Printing An Image	7,466,328
Imaging System (dyes)	7,504,360
Printer Thermal Response Calibration System	7,545,402
Novel Dyes And Use Thereof In Thermal Imaging Members And Methods	7,704,667
	7,768,540
Print Head Pulsing Techniques For Multicolor Printers	7,791,626
Novel Color-Forming Compounds And Use Thereof	7,807,607
Image Stitching For A Multi-Head Printer	7,808,674
Multicolor Thermal Imaging Method	7,820,370
	7,825,945
Methods For Printing Using Same Thermal Imaging Members And Methods	7,829,497
Print Head Pulsing Techniques For Multicolor Printers	7,830,405
Print Medium Feature Encoding And Decoding	7,905,409
	8,009,184
Multicolor Printing	8,068,126
Multicolor Thermal Imaging Method	8,072,644
Image Stitching For A Multi-Head Printer	8,072,644

	8,077,192
Print Head Pulsing Techniques For Multicolor Printers	8,098,269
Multicolor Printers	8,164,609
Nonrotating platen for thermal printing	8,305,408
Image stitching for a multi-head printer	8,345,307
	8,372,782
Print job data processing for multi-head printers	8,427,689
Print head pulsing techniques for multicolor printers	8,502,846
Multicolor thermal imaging method and thermal printer	8,502,848
Optical disc with thermally-printable surface	8,557,361
PRINT HEAD PULSING TECHNIQUES FOR MULTICOLOR PRINTERS	<u>US20130286135</u>

**SCHEDULE 2**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

85829177	ZCLUB	LIVE
85829181	APP PRINTER	LIVE
85956149	ZINK HAPPY+	LIVE
85956147	ZINK HAPPY+	LIVE
85956134	ZINK DESIGN AND PRINT STUDIO	LIVE
85773512	HAPPY +	LIVE
85568147	AIRWAVE	LIVE
85691507	ZINK HAPPY PRINT +	LIVE
85783710	MAKE YOUR WORLD HAPPY	LIVE
85783704	MAKE YOUR WORLD A HAPPY WORLD	LIVE
85729384	HAPPY	LIVE
85729360	ZINK HAPPY	LIVE
85710058		LIVE
85710042	ZROLL	LIVE
85705840	ZINK BIG	LIVE
85703945	ZINK MAILEASY	LIVE
85568172	CLIO COMPANION	LIVE
85543759	Z-ROLL	LIVE
85508406	ZINK APPPRINTER	LIVE
85508397	APPPRINTER	LIVE
85829179	SMART APP PRINTER	LIVE
85710050		LIVE
85710035	HAPPY	LIVE
85691524	ZINK HAPPY PRINT	LIVE
85660238	ZINK APPY	LIVE
85659522	ZINK HAPPY	LIVE
85659518	ZINK APPY	LIVE
85659513	ZINK HAPPY	LIVE
85659505	HAPPY	LIVE
85568161	COMPANION	LIVE

85498789		NIFTY	LIVE
85498782		ZINK NIFTY	LIVE
85659537		APPY	LIVE
85659526		HAPPY	LIVE
85435338		CLIO	LIVE
85773516		HAPPY +	LIVE
85659510		APPY	LIVE
78500666	3532400	ZINK. ZERO INK.	LIVE
78495981	3565854	ZERO INK	LIVE
77977224	3659303	ZINK	LIVE
77977210	3655864	ZINK. ZERO INK.	LIVE
77976328	3588851	SMART SHEET	LIVE
77976193	3865887	ZERO INK. ZERO BOUNDARIES.	LIVE
77975953	3525618	ZINK ZERO INK	LIVE
77975952	3525617		LIVE
77183600	4045628	ZZZ ZINK ZERO INK	LIVE

Schedule 3

**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

NONE