

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POW, Inc.		05/27/2014	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Union Bay Capital Partners I, LLC		
Street Address:	1910 Fairview Avenue East, Suite 200		
Internal Address:	Attn: Kevin Barber - Managing Director		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4090454	HOLDEN	
Registration Number:	4088537	HOLDEN	
Registration Number:	4083521	THANK YOU FOR BEING YOU	
Registration Number:	2963335	HOLDEN	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	374825-31		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	06/16/2014		
Total Attachments: 6			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is made as of May 27, 2014, by POW, INC., a Washington corporation (the “*Company*”), in favor of UNION BAY CAPITAL PARTNERS I, LLC (the “*Investor*”). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Investment Contract of even date herewith by and between the Company and the Investor (the “*Investment Contract*”).

RECITALS

Investor and the Company have executed the Investment Contract that provides for, among other things, (a) the Investor to receive certain payments from the Company in consideration for its initial investment and (b) the execution and delivery of this Agreement for the purpose of granting the Investor a security interest in the Company’s intellectual property.

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 Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company’s right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered 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 the Investor under the Transaction Documents. The rights and remedies of the Investor with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which are now or hereafter available to the Investor as a matter of law or equity. Each right, power and remedy of the Investor provided for herein or in the Transaction 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 the Investor of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investor, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of the Company:

Attn: Chief Executive Officer

1118 NW Ballard Way
Seattle, WA 98107

Address of the Investor:

1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

Attn: Kevin Barber - Managing Director

THE COMPANY:

POW, INC. a Washington corporation

By: 

Title: CEO

THE INVESTOR:

UNION BAY CAPITAL PARTNERS I, LLC

By: Union Bay Capital Management, LLC
Its: Manager

By: Columbia Pacific Advisors, LLC
Its: Manager

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

THE COMPANY:

Address of the Company:

POW, INC., a Washington corporation

Attn: Chief Executive Officer

By: _____

1118 NW Ballard Way
Seattle, WA 98107

Title: _____

THE INVESTOR:

Address of the Investor:

UNION BAY CAPITAL PARTNERS I, LLC

1910 Fairview Avenue East, Suite 200
Seattle, WA 98102

By: Union Bay Capital Management, LLC
Its: Manager

Attn: Kevin Barber – Managing Director

By: Columbia Pacific Advisors, LLC
Its: Manager

By: _____


Title: _____
Alexander Washburn
Manager

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration No.</u>	<u>Issue Date</u>
HOLDEN	4090454	1/24/12
HOLDEN	4088537	1/17/12
THANK YOU FOR BEING YOU	4083521	1/10/12
Holden (Stylized)	2963335	6/21/05