

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Linestream Technologies, Inc.		10/10/2014	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	The Director of the Ohio Development Services Agency		
Street Address:	77 South High Street, 29th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85323541	INTAC	
Serial Number:	85323538	PROTAC	
Serial Number:	77969179	ADRC	
Serial Number:	77969182	LINESTREAM	
Serial Number:	77969183	LINESTREAM	
Serial Number:	85438843	LINESTREAM	
Serial Number:	85323552	SPINTAC	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	216-348-5700		
Email:	rbannan@mcdonaldhopkins.com		
Correspondent Name:	Robbie H. Bannan		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114-2653		
ATTORNEY DOCKET NUMBER:	25993-00059		
NAME OF SUBMITTER:	Robbie H. Bannan		
SIGNATURE:	/Robbie H.Bannan/		
DATE SIGNED:	11/19/2014		

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*IP Security Agreement*"), dated as of October 10, 2014, is made by LINESTREAM TECHNOLOGIES, INC., an Ohio corporation (the "*Borrower*"), in favor of THE DIRECTOR OF THE OHIO DEVELOPMENT SERVICES AGENCY (the "*Director*").

Background Information

As a condition precedent to the making of a loan by the Director under the Loan Agreement dated as of October 10, 2014 (the "*Loan Agreement*") between the Borrower and the Director, the Borrower has executed and delivered to the Director that certain Security Agreement dated as of October 10, 2014, made by and between the Borrower and the Director (the "*Security Agreement*"); and

Under the terms of the Security Agreement, the Borrower has granted to the Director a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

Provisions

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

Section 1. Grant of Security. The Borrower hereby pledges and grants to the Director for the benefit of the Director a security interest in and to all of the right, title and interest of the Borrower 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 registered patents and pending 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 pending 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, pending applications and copyright registrations and pending applications exclusively licensed to the Borrower set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "*Copyrights*");

(d) all rights of any kind whatsoever of the Borrower 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.

Section 2. Recordation. The Borrower 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 Director.

Section 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 Director with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and the other Loan Documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Section 4. Licensing. The Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the IP Collateral; provided that the Borrower may license IP Collateral when such license is material to the operation of the Borrower's business, so long as prior to any such license or grant, Borrower has entered into an Assignment of License as Collateral Agreement with the Director in form and substance satisfactory to the Director ("*Assignment*"), to become effective upon any Event of Default under the Loan Agreement. Notwithstanding anything herein or in any other document executed in connection with the Loan Agreement to the contrary, (a) the Borrower, in the ordinary course of its business, may grant licenses with respect to IP Collateral in connection with the sale or licensing of products and services to its customers (the "*Ordinary Course Licenses*"), and (b) the Director agrees that (1) the Borrower shall have no duty to notify the Director of any Ordinary Course License, (2) the Director shall not have any right to review or approve any Ordinary Course License, and (3) the Borrower shall not be required to deliver an assignment of license with respect to any Ordinary Course License. Borrower warrants and represents to the Director that as of the date of this IP Security Agreement, it has not licensed any IP Collateral other than by way of Ordinary Course Licenses.

Section 5. Termination. Upon the occurrence of an event pursuant to the Loan Agreement that would result in the release of all or a portion of the IP Collateral from the security interest thereon (including upon the termination of the Loan Agreement), the security interests granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the IP Collateral. Upon any such release, the Director will, at the Borrower's sole expense, release all or such applicable portion of the IP Collateral held by the Director hereunder, and within a reasonable

period of time after the Borrower's request and at the Borrower's sole expense, execute and deliver to the Borrower termination statements or such other documents as the Borrower shall reasonably request to evidence such termination.

Section 6. Execution in Counterparts. This IP Security Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7. 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.

Section 8. 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Borrower has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

"BORROWER"

LINESTREAM TECHNOLOGIES,
INC., an Ohio corporation

By


Name: David Neundorfer

Title: President

AGREED TO AND ACCEPTED:

THE DIRECTOR OF THE OHIO
DEVELOPMENT SERVICES
AGENCY

By


Name:

Title: Ryan D. Burgess
Assistant Director

Signature Page

Intellectual Property Security Agreement/Linestream Technologies

EXHIBIT A

SCHEDULES

(SEE ATTACHED)

Schedule 1 – Issued Patents and Patent Applications

U.S. Issued Patents and Patent Applications:

REFERENCE NO.	APPLICATION NO.	FILING DATE	PATENT NO.	ISSUE DATE	TITLE
LSTP102US	13/451,924	4/20/2012	8,710,777	4/29/2014	METHOD FOR AUTOMATICALLY ESTIMATING INERTIA IN A MECHANICAL SYSTEM
LSTP102USA	14/164,412	1/27/2014			METHOD FOR AUTOMATICALLY ESTIMATING INERTIA IN A MECHANICAL SYSTEM
LSTP103US	13/474,919	5/8/2012			MOTION PROFILE GENERATOR
LSTP108US	13/926,052	6/25/2013			METHOD FOR AUTOMATICALLY SETTING CONTROLLER BANDWIDTH

Foreign Issued Patents and Patent Applications:

REFERENCE NO.	APPLICATION NO.	FILING DATE	PUBLICATION DATE	PATENT NO.	ISSUE DATE	COUNTRY
LSTP102JP	2012-226827	10/12/2012				JAPAN
LSTP102KR	10-2012-0113619	10/12/2012		10-1378824	3/21/2014	KOREA
LSTP102TW	102113747	4/18/2013	12/16/2013			TAIWAN
LSTP102WO	PCT/US13/37122	4/18/2013	1/30/2014			INTERNATIONAL
LSTP108EP	EP14155303.2	2/15/2014				EUROPEAN
LSTP108JP	2014-031162	2/20/2014				JAPAN
LSTP108WO	PCT/US14/43788	6/24/2014				INTERNATIONAL

Schedule 2 – Trademark Registrations and Applications

REFERENCE NO.	SERIAL NO.	FILING DATE	REGISTRATION NO.	REGISTRATION DATE	MARK (TITLE)
LSTT101US	85323541	5/18/2011			INTAC (STANDARD CHARACTER MARK)
LSTT102US	85323538	5/18/2011			PROTAC
LSTT103US	77969179	3/26/2010			ADRC
LSTT104US	77969182	3/26/2010			LINESTREAM

LSTT105US	77969183	3/26/2010	4176093	7/17/2012	LINESTREAM
LSTT106US	85438843	10/4/2011			LINESTREAM
LSTT107US	85323552	5/18/2011	4191706	8/14/2012	SPINTAC

Schedule 3 – Copyright Registrations and Applications

None, as of the Closing Date