

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328274

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NANOLUMENS, INC.		12/23/2014	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV)		
<b>Street Address:</b>	333 Bay Street, Suite 1620		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 2R2		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: MANITOBA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4313832	NANOSHAPES	
<b>Registration Number:</b>	4309772	NANOSLIM	
<b>Registration Number:</b>	4278188	NANOFLEX	
<b>Registration Number:</b>	3992752	NANOLUMENS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Daniel L. Scales		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	2009260.0031		
<b>NAME OF SUBMITTER:</b>	Daniel L. Scales		
<b>SIGNATURE:</b>	/daniel l. scales/		
<b>DATE SIGNED:</b>	01/07/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 23, 2014 by and between WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV) ("Secured Party") and NANOLUMENS, INC., a Georgia corporation ("Grantor").

### RECITALS

**A.** Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Secured Party, NanoLumens Acquisition Inc. and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Secured Party is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

**C.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its Secured Obligations to Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other Financing 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies. All rights and remedies of Secured Party granted by this Intellectual Property Security Agreement, the Loan Agreement or any of the other Financing Documents shall be subject to the Subordination Agreement.

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

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

NANOLUMENS, INC.

4900 Avalon Ridge Parkway  
Norcross, GA 30071

By: Richard Cope  
Name: Richard Cope  
Title: CEO

**SECURED PARTY:**

Address of Secured Party:

WF FUND IV LIMITED PARTNERSHIP,  
c/o/b as WELLINGTON FINANCIAL LP  
and WELLINGTON FINANCIAL FUND IV

Wellington Financial Fund IV  
333 Bay Street, Suite 1620  
Toronto, Ontario M5H 2R2  
Attention: Kul Mani

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Signature Page to Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

4900 Avalon Ridge Parkway  
Norcross, GA 30071

NANOLUMENS, INC.

By: \_\_\_\_\_  
Name: Richard Cope  
Title: CEO

**SECURED PARTY:**

Address of Secured Party:

Wellington Financial Fund IV  
333 Bay Street, Suite 1620  
Toronto, Ontario M5H 2R2  
Attention: Kul Mani

WF FUND IV LIMITED PARTNERSHIP,  
c/o/b as WELLINGTON FINANCIAL LP  
and WELLINGTON FINANCIAL FUND IV

By: \_\_\_\_\_  
Name: Mark R. McDermott  
Title: President & CEO

*[Signature Page to Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
None		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
Systems for Facilitating Virtual presence	13/297784	11/16/2011



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration / Application Number</b>	<b>Registration / Application Date</b>
NANOSHAPES	4313832	04/02/2013
NANOSLIM	4309772	03/26/2013
NANOSHAPE	85/380708	07/26/2011
NANOFLEX	4278188	01/22/2013
NANOVISION	85/667992	07/03/2012
NANOLUMENS	3992752	07/12/2011