

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331351

<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>
Nexcore Technology, LLC		01/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Plexus Fund III, L.P.		
<b>Street Address:</b>	200 Providence Road		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28207		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2879390	NEXCORE	
<b>Registration Number:</b>	3269706	SAFELOG	
<b>Registration Number:</b>	3094054	SAFETAG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9198216800		
<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>Phone:</b>	919-821-1220		
<b>Email:</b>	gcollins@smithlaw.com		
<b>Correspondent Name:</b>	Grace S. Collins		
<b>Address Line 1:</b>	150 Fayetteville Street		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Raleigh, NORTH CAROLINA 27601		
<b>ATTORNEY DOCKET NUMBER:</b>	12848.11		
<b>NAME OF SUBMITTER:</b>	Grace S. Collins		
<b>SIGNATURE:</b>	/s/ Grace S. Collins		
<b>DATE SIGNED:</b>	02/06/2015		
<b>Total Attachments: 6</b>			

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**Intellectual Property Security Agreement**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of January 15, 2015 (this "**Agreement**"), is made by NEXCORE TECHNOLOGY, LLC, a Delaware limited liability company (the "**Grantor**") in favor of PLEXUS FUND III, L.P., a Delaware limited partnership, as collateral agent for the ratable benefit of itself and the Purchasers (in such capacity, together with its successors and permitted assigns, the "**Collateral Agent**"). Capitalized terms used herein without definition are used as defined in the Security Agreement (as hereinafter defined).

**WHEREAS**, the Grantor, NEXCORE HOLDINGS, LLC, a Delaware limited liability company ("**Parent**") , MEDITRON DEVICES, LLC, a New Jersey limited liability company ("**Meditron**") and together with the Grantor and Parent, each a "**Borrower**" and, collectively, the "**Borrowers**", Collateral Agent, and the Purchasers from time to time party thereto have entered into a Securities Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "**Purchase Agreement**");

**WHEREAS**, in connection with the Purchase Agreement, the Borrowers have entered into the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of Collateral Agent for the ratable benefit of itself and Purchasers from time to time party to the Purchase Agreement; and

**WHEREAS**, the Security Agreement requires the Grantor to execute and deliver this Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Purchase Agreement, the Grantor hereby agrees as follows:

**Section 1      Grant of Security Interest in Patent Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the "**Patent Collateral**"):

(a) all of its Patents and all Patent Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 2      Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby pledges to Collateral Agent, for the ratable benefit of itself and the Purchasers, and grants to Collateral Agent, for ratable benefit of itself and the Purchasers, a security interest in, all of its right, title and interest in, to and under

the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral” and, together with the Patent Collateral, the “Intellectual Property Collateral”):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule II hereto, but excluding any “intent to use” Trademark applications for which a verified statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**Section 3** Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

**Section 4** Grantor Remain Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its (i) Patents and Patent Licenses and (ii) Trademarks and Trademark Licenses, in each case subject to a security interest hereunder.

**Section 5** Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

**Section 6** Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the date first set forth above.

NEXCORE TECHNOLOGY, LLC

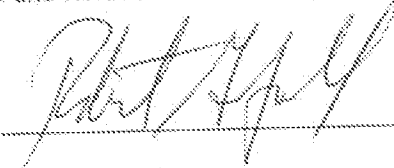
By: \_\_\_\_\_

Name: Kenneth Heuer

Its: Secretary

**PLEXUS FUND III, L.P.**, as Collateral Agent

By: Plexus Fund III GP, LLC, its General Partner

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

Name: Robert Gafaelli

Title: Manager

## SCHEDULE I

### Registered Patents

Patent No.	Country	Filing Date	Issued Date	Expiration Date
US 7,589,634 B2	USA	1/22/2007	9/15/2009	1/22/2027

### Patent Applications

None.

### Patent Licenses

**SCHEDULE II**

**Registered Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration Date</b>	<b>Registration Number</b>
NEXCORE	USA	8/31/2004	2879390
SAFELOG	USA	7/24/2007	3269706
SAFETAG	USA	5/16/2006	3094054

**Trademark Applications**

None.

**Trademark Licenses**