

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM336773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Segway Inc.		03/31/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Banking corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	3233798		
Registration Number:	3240164	SEGWAY	
Registration Number:	3101067	SEGWAY	
Registration Number:	2787376		
Registration Number:	3021343		
Registration Number:	3107175		
Registration Number:	2863301		
Registration Number:	2865506		
Registration Number:	2971413		
Registration Number:	2877870	SEGWAY	
Registration Number:	2780307	SEGWAY	
Registration Number:	2971242	SEGWAY	
Registration Number:	2805463	SEGWAY	
Registration Number:	2891587	SEGWAY	
Registration Number:	2830492		
Registration Number:	2769942	SEGWAY	
Registration Number:	2727948	SEGWAY	
Serial Number:	86469207		
Serial Number:	86469201	SEGWAY	

CH \$490.00 3233798

CORRESPONDENCE DATA**Fax Number:** 2149813400*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.***Phone:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP, 2001 Ross Ave.**Address Line 2:** Suite 3600**Address Line 4:** Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	51285-32430
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NAME OF SUBMITTER:	Dusan Clark
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SIGNATURE:	/Dusan Clark/
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DATE SIGNED:	03/31/2015
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of March 31, 2015, is made by SEGWAY INC. ("**Grantor**") in favor of SILICON VALLEY BANK ("**SVB**") pursuant to the Loan and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "**Loan and Security Agreement**"), between Grantor, Ninebot Acquisition Corporation and SVB.

RECITALS

A. SVB has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in the Loan and Security Agreement. SVB is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to SVB a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations (as defined in the Loan and Security Agreement). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan and Security Agreement.

B. Pursuant to the terms of the Loan and Security Agreement, Grantor has granted to SVB 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 the Obligations (as defined in the Loan and Security Agreement), Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations (as defined in the Loan and Security Agreement), Grantor grants and pledges to SVB 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 Schedules 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 SVB under the Loan and Security Agreement. The rights and remedies of SVB with respect to the security interest granted hereby are in addition to those set forth in the Loan and Security Agreement and the other Loan Documents, and those which are now or hereafter available to SVB as a matter of law or equity. Each right, power and remedy of SVB provided for herein or in the Loan and Security Agreement or any of the other Loan 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 SVB of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan and Security Agreement or any of the other Loan Documents, or now or hereafter existing

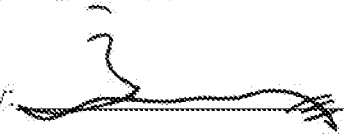
Execution Version

at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including SVB, of any or all other rights, powers or remedies.

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.

GRANTOR:

SEGWAY INC.

By:  _____

Title: CEO _____

SVB:

SILICON VALLEY BANK

By: _____

Title: _____

GRANTOR:

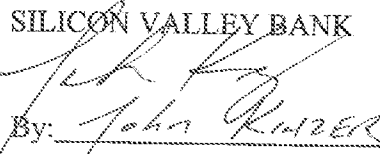
SEGWAY INC.

By: _____

Title: _____

SVB:

SILICON VALLEY BANK

By:  _____

Title: MANAGING DIRECTOR




EXHIBIT A



Copyrights

None.

EXHIBIT C

Trademarks

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
<i>Design Only</i> 	76411838 23-MAY-2002	3233798 24-APR-2007	Registered
SEGWAY	76344091 30-NOV-2001	3240164 08-MAY-2007	Registered
SEGWAY	76343924 30-NOV-2001	3101067 06-JUN-2006	Registered
<i>Design Only</i> 	76411815 23-MAY-2002	2787376 25-NOV-2003	Renewed
<i>Design Only</i> 	76411833 23-MAY-2002	3021343 29-NOV-2005	Registered
<i>Design Only</i> 	76411839 23-MAY-2002	3107175 20-JUN-2006	Registered
<i>Design Only</i> 	76411840 23-MAY-2002	2863301 13-JUL-2004	Renewed
<i>Design Only</i> 	76411841 23-MAY-2002	2865506 20-JUL-2004	Renewed
<i>Design Only</i> 	76413932 23-MAY-2002	2971413 19-JUL-2005	Registered
SEGWAY	76411837	2877870	Renewed

Mark	App. No./ App. Date	Reg. No./ Reg. Date	Status
	23-MAY-2002	24-AUG-2004	
SEGWAY	76343781 30-NOV-2001	2780307 04-NOV-2003	Renewed
SEGWAY	76343895 30-NOV-2001	2971242 19-JUL-2005	Registered
SEGWAY	76343981 30-NOV-2001	2805463 13-JAN-2004	Renewed
SEGWAY	76343568 30-NOV-2001	2891587 05-OCT-2004	Renewed
<i>Design Only</i> 	76342198 26-NOV-2001	2830492 06-APR-2004	Renewed
SEGWAY SEGWAY	76342141 26-NOV-2001	2769942 30-SEP-2003	Renewed
SEGWAY	76313604 12-SEP-2001	2727948 17-JUN-2003	Renewed
<i>Design Only</i> 	86469207 02-DEC-2014		Pending Intent to Use
SEGWAY	86469201 02-DEC-2014		Pending Intent to Use