

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FlowBelow Aero, Inc.		05/04/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sostenuto LLC		
Street Address:	5806 Mesa Drive, Suite 260		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78731		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86192889	FLOWBELOW	
CORRESPONDENCE DATA			
Fax Number:	214.745.53		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	52037-1		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	05/06/2015		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of May 4, 2015, is made by FlowBelow Aero, Inc., a Delaware corporation (the "Grantor"), in favor of Sostenuto LLC, a Delaware limited liability company (the "Secured Party").

WHEREAS, the Secured Party and the Grantor have entered into a Note and Warrant Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Purchase Agreement.

WHEREAS, the Grantor has authorized the sale of the Note to the Secured Party, subject to the fulfillment of certain terms and conditions, including the Grantor's execution and delivery in favor of the Secured Party of that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

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

SECTION 1. Grant of Security. The Grantor hereby grants to the Secured Party, a security interest in all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, and any common law trademark rights, together with the goodwill symbolized thereby (the "Trademarks");

(iii) all unregistered copyrights and all registered copyrights set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by the Grantor (the "Copyrights");

(iv) all licenses of the foregoing, whether as licensee or licensor;

(v) all reissues, divisions, continuations, renewals, extensions, and continuations in part based on the matters described in preceding Sections 1.(i)-(iii.);

(vi) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof;

(vii) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing;

(viii) all rights corresponding to any of the foregoing throughout the world; and

(ix) any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Secured Obligations (as defined in the Security Agreement) of the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement and any controversy arising out of or relating to this IP Security Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles of the State of Texas, or of any other state.

SECTION 7. Term. This IP Security Agreement shall have a Term that is contemporaneous with the certain Term described in Section (6.) of the Security Agreement, unless earlier terminated.

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SCHEDULE A

PATENTS

WO/2014/071220A3—PCT Published App.
US20130015698—US Published Pat.
US20140117712 —US Published Pat.
WO/2013/009729A1 —PCT Published App.
WO/2014/071220A2 —PCT Published App.
8814253—US Issued Patent
US20110285167 —US Published Pat.
8210599—US Issued Patent

SCHEDULE B

TRADEMARKS

Word Mark	Serial Number	Registration Number
FLOWBELOW	86192889	4605162

SCHEDULE C

REGISTERED COPYRIGHTS

None.