

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Designtechnica Corporation		08/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bridge Bank		
Street Address:	55 Almaden Blvd., Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86198250	THE MANUAL	
Registration Number:	4429451	DT DAILY	
Registration Number:	4085194	UPGRADE YOUR LIFESTYLE	
Registration Number:	3445169	DIGITAL TRENDS	
Registration Number:	3308406	DT	
Registration Number:	3117843	DESIGNTECHNICA	
CORRESPONDENCE DATA			
Fax Number:	9497200182		
<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:	949-224-6263		
Email:	IPDocket@Buchalter.com		
Correspondent Name:	Deena Hochmuth		
Address Line 1:	18400 Von Karman Ave., Suite 800		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	B7285-0268		
NAME OF SUBMITTER:	Deena Hochmuth		
SIGNATURE:	/Deena Hochmuth/		
DATE SIGNED:	05/21/2015		

CH \$165.00 86198250

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 29, 2014 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Designt Technica Corporation ("Grantor") is made with reference to the Business Financing Agreement, dated as of August 29, 2014 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

IFor good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

DESIGNTECHNICA CORPORATION

By: 

Name: Jan Bell

Title: CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: DAVID FEOCK

Title: AUP-RM

Address for Notices:

Attn: James Ian Bell

111 SW 5th Avenue, Suite 1000

Portland, OR 97204

Fax: 503-210-1170

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8510

Exhibit A

Copyrights

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

Exhibit B

Trademarks

Please Check if No Trademarks Exist

TRADEMARK	SERIAL NO./ REG. NO.	FILE DATE/ REG. DATE
THE MANUAL	86198250	02/19/2014
DT DAILY	4429451	11/05/2013
UPGRADE YOUR LIFESTYLE	4085194	01/10/2012
Digital Trends	3445169	06/10/2008
DT	3308406	10/09/2007
DESIGNTECHNICA	3117843	07/18/2006

Exhibit B

Intellectual Property Security Agreement

Exhibit C

Patents

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>