

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345260

<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>
Revive Electronics, LLC		12/31/2013	LIMITED LIABILITY COMPANY: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Moorehead Communications, Inc.		
<b>Doing Business As:</b>	The Cellular Connection		
<b>Street Address:</b>	2509 West 2nd Street		
<b>City:</b>	Marion		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46952		
<b>Entity Type:</b>	CORPORATION: INDIANA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85961781	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	317-236-1313		
<b>Email:</b>	jgard@btlaw.com		
<b>Correspondent Name:</b>	Julia Spoor Gard		
<b>Address Line 1:</b>	11 South Meridian Street		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46204-3535		
<b>ATTORNEY DOCKET NUMBER:</b>	61792-19		
<b>NAME OF SUBMITTER:</b>	Brittany S. Smith		
<b>SIGNATURE:</b>	/bssmith/		
<b>DATE SIGNED:</b>	06/19/2015		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of December 31<sup>st</sup>, 2013 (this "**Agreement**"), is made by REVIVE ELECTRONICS, LLC, an Indiana limited liability company (hereinafter referred to as "**Grantor**"), and MOOREHEAD COMMUNICATIONS, INC., an Indiana corporation (hereinafter referred to as "**Lender**").

**WHEREAS**, the Grantor and Lender are party to a Loan Agreement of even date herewith pursuant to which the Lender loaned certain amounts to Grantor which required, as a condition thereto, that Grantor grant a security interest to the Lender in the Collateral (as defined below) pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Lender as follows:

### **SECTION. 1. Defined Terms**

Unless otherwise defined herein, capitalized terms defined in the Loan Agreement and used herein have the meaning given to them in the Loan Agreement.

### **SECTION 2. Grant of Security Interest**

The Grantor hereby grants to the Lender a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Collateral**"):

(a) all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application listed or required to be listed in Schedule A attached hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof;

(b) all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill;

(c) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

### **SECTION 3. Security Agreement**

Upon any Event of Default, Lender, at its option and without notice or demand, shall have all the remedies allowed by applicable law, regardless of whether such remedies are provided by the law of the jurisdiction where such rights are asserted and such remedies are sought. These remedies include, without limitation, the right to take possession of the Collateral through reasonable assignment from Grantor. Lender shall give Grantor at least thirty (30) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. All remedies of Lender shall be cumulative to the full extent allowed by applicable law. Lender may exercise its right to the Collateral without resorting to, or regard for, other collateral or other sources of security for any of Grantor's obligations. No delay or omission on the part of Lender in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

### **SECTION 4. Governing Law**

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF INDIANA (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. A facsimile of a party's signature shall constitute an original for all purposes.

[Remainder of page intentionally left blank]

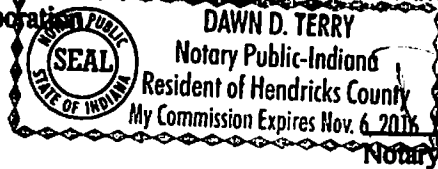
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REVIVE ELECTRONICS, LLC**

By: Micah Trusty  
Name: Micah Trusty  
Title: Chief Executive Officer

STATE OF Indiana )  
COUNTY OF Marion ) ss.

On this 26<sup>th</sup> day of Dec, 2013 before me personally appeared Micah Trusty, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Dawn D. Terry  
Notary Public

Accepted and Agreed:

**MOOREHEAD COMMUNICATIONS, INC.,**  
as Lender

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

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**REVIVE ELECTRONICS, LLC**

By: \_\_\_\_\_  
Name: Micah Trusty  
Title: Chief Executive Officer

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss.

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of \_\_\_\_\_, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

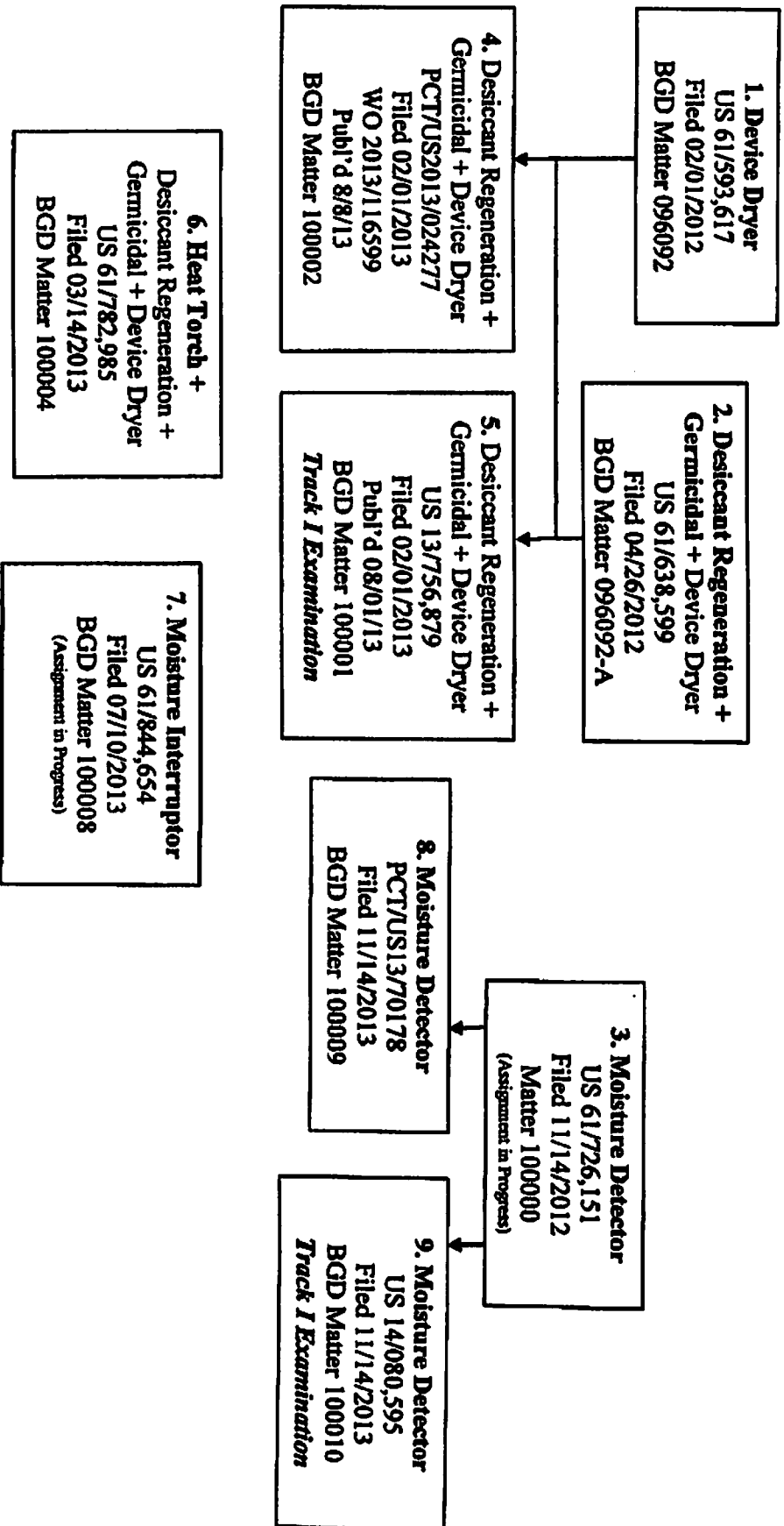
Accepted and Agreed:

**MOOREHEAD COMMUNICATIONS, INC.,**  
as Lender

By:   
Name: Scott Moorehead  
Title: CEO



**SCHEDULE A**  
**to**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

# Revive Electronics, LLC Patent Portfolio





**Revive Electronics, LLC**  
**Pending Trademarks**

Mark App. No.	Key Dates	Goods/Services
 <u>U.S. Serial No.:</u> 85/961,781	<u>Filed:</u> June 17, 2013	<u>Goods/Services Currently Covered by Application:</u> Devices for detecting, measuring, and/or removing moisture from portable electronic devices and associated services; devices for preventing and/or interrupting electrical power from being applied to portable electronic devices containing moisture and associated services
 <u>Madrid – USPTO Ref. No.:</u> A0039877	<u>Filed:</u> December 17, 2013	<u>Goods/Services Currently Covered by Application:</u> Devices for detecting, measuring, and/or removing moisture from portable electronic devices and associated services; devices for preventing and/or interrupting electrical power from being applied to portable electronic devices containing moisture and associated services

BGD Doc. 15022738.v2

Effective 12-20-13