

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM361996

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Freedom Scientific Inc.		11/10/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND, as collateral agent		
<b>Street Address:</b>	300 First Stamford Place		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06902		
<b>Entity Type:</b>	Banking Corporation: IRELAND		
<b>PROPERTY NUMBERS Total: 24</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	86475317	FSINSPECTION	
Serial Number:	86473556	FSINSPECTION	
Serial Number:	86439142	ABISEE	
Serial Number:	86297058	EYE-PAL SOLO	
Serial Number:	86048954	PKMAG	
Serial Number:	85953970	HDMAG	
Serial Number:	85431771	MAGIC	
Serial Number:	85266807	TALKINGCCTV	
Serial Number:	85254403	GEM	
Serial Number:	85159023	BRAILLEIN	
Serial Number:	77947865	EYE-PAL	
Serial Number:	77904899	PEARL	
Serial Number:	77562304	OPENBOOK	
Serial Number:	77208820	EYEMERGE	
Serial Number:	77160386	ONYX	
Serial Number:	78742265	MAGIC	
Serial Number:	78616872	ZOOM-EX	
Serial Number:	78297252	SCANTALKER	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Serial Number:	78130374	TESTTALKER
Serial Number:	78075636	WHIZ WHEELS
Serial Number:	78005468	FREEDOM SCIENTIFIC
Serial Number:	76370514	EVER SIGNAL
Serial Number:	86762626	SMART NAVIGATION
Serial Number:	86533232	VERSAMAG

#### CORRESPONDENCE DATA

##### Fax Number:

*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: 2122942684  
Email: trademarkny@winston.com  
Correspondent Name: Sonakshi Jha  
Address Line 1: 200 Park Avenue  
Address Line 2: Winston & Strawn LLP  
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86703/31
NAME OF SUBMITTER:	Sonakshi Jha
SIGNATURE:	/Sonakshi Jha by trademarkny/
DATE SIGNED:	11/11/2015

#### Total Attachments: 11

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## SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 10, 2015 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

### RECITALS:

**WHEREAS**, reference is made to that certain Second Lien U.S. Pledge and Security Agreement, dated as of November 10, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement:

(a) All U.S. and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(b) All U.S., and foreign trademarks, trade names, 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, all registrations and applications for any of the foregoing including, but not limited to (i) the registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

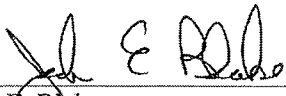
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FREEDOM SCIENTIFIC INC.,**  
as a Grantor

By:   
Name: John E. Blake  
Title: Chief Executive Officer

[Signature page to Second Lien Intellectual Property Security Agreement]

THE GOVERNOR AND COMPANY OF THE  
BANK OF IRELAND, as Collateral Agent

By: 

Name:

RICHARD CAMERON

Title:

M.D.

By: 

Name:

Christopher L. Craley

Title:

M.D.

[Signature page to Second Lien Intellectual Property Security Agreement]

SCHEDULE 1 TO  
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

**U.S. Patents and Patent Applications**

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Freedom Scientific Inc.	GESTURE-BASED SCREEN-MAGNIFIED TOUCHSCREEN NAVIGATION	11/27/2013 /10/21/2014	Granted	201314091753 / 8869062
Freedom Scientific Inc.	VISION ASSISTIVE DEVICES AND USER INTERFACES	3/14/2013/ 3/25/2014	Granted	2013829727/ 8681268
Freedom Scientific Inc.	SCREEN READER WITH FOCUS-BASED SPEECH VERBOSITY	8/23/2012/ 10/21/2014	Granted	2012592807/ 8868426
Freedom Scientific Inc.	MULTIPOSITION HANDHELD ELECTRONIC MAGNIFIER	8/13/2012/ 8/12/2014	Granted	2012584204/ 8804031
Freedom Scientific Inc.	SCREEN READER WITH CUSTOMIZABLE WEB PAGE OUTPUT	6/8/2012/ 10/14/2014	Granted	2012491799/ 8862985
Freedom Scientific Inc.	BRAILLE DISPLAY DEVICE AND METHOD OF CONSTRUCTING SAME	2/28/2012/ 4/8/2014	Granted	2012407364/ 8690576
Freedom Scientific Inc.	DESKTOP ELECTRONIC MAGNIFIER	4/18/2011/ 12/31/2013	Granted	201188674/ 8619133
Freedom Scientific Inc.	PDT MAGNIFIER CAMERA ILLUMINATION	3/7/2011/ 6/25/2013	Granted	201141734/ 8469534
Freedom Scientific Inc.	RETAINER FOR ELECTRONIC MAGNIFICATION DEVICE	1/25/2011/ 10/7/2014	Granted	201113215/ 8854442
Freedom Scientific Inc.	ELECTRONIC MAGNIFICATION DEVICE	10/7/2010/ 10/7/2014	Granted	2010900224/ 8854441
Freedom Scientific Inc.	ELECTROMECHANIC AL TACTILE BRAILLE CELL ASSEMBLY	8/13/2010/ 5/15/2012	Granted	2010856253/ 8177558
Freedom Scientific Inc.	VECTOR-BASED MAGNIFIED POINTER	7/1/2010/ 6/25/2013	Granted	2010828765/ 8471870
Freedom Scientific Inc.	SYSTEM WIDE TEXT VIEWER	6/17/2010/ 6/25/2013	Granted	2010817689/ 8473861

Freedom Scientific Inc.	DOCUMENT NAVIGATION METHOD	4/14/2010/ 6/26/2012	Granted	2010759991/ 8209607
Freedom Scientific Inc.	BRAILLE CELL CAP	12/23/2009/ 1/29/2013	Granted	2009645654/ 8360778
Freedom Scientific Inc.	SYSTEMS AND METHODS FOR IMAGING OBJECTS	9/21/2009/ 4/9/2013	Granted	2009563814/ 8416319
Freedom Scientific Inc.	MULTIPOSITION HANDHELD ELECTRONIC MAGNIFIER	6/5/2009/ 9/11/2012	Granted	2009478993/ 8264598
Freedom Scientific Inc.	SYNCHRONIZING A VISIBLE DOCUMENT AND A VIRTUAL DOCUMENT SO THAT SELECTION OF TEXT IN THE VIRTUAL DOCUMENT RESULTS IN HIGHLIGHTING OF EQUIVALENT CONTENT IN THE VISIBLE DOCUMENT	3/6/2009/ 7/31/2012	Granted	2009399523/ 8234593
Freedom Scientific Inc.	PORTABLE MULTI POSITION MAGNIFIER CAMERA	9/22/2008/ 2/14/2012	Granted	2008235240/ 8115831
Freedom Scientific Inc.	PORTABLE MULTI POSITION MAGNIFIER CAMERA	9/22/2008/ 9/4/2012	Granted	2008235182/ 8259222
Freedom Scientific Inc.	WHITEBOARD ARCHIVING AND PRESENTATION METHOD	8/29/2008/ 1/28/2014	Granted	2008201367/ 8639032
Freedom Scientific Inc.	ELECTROMECHANICAL TACTILE BRAILLE CELL ASSEMBLY	8/11/2008/ 8/17/2010	Granted	2008189449/ 7775797
Freedom Scientific Inc.	BRAILLE CELL CAP	5/5/2008/ 5/25/2010	Granted	2008115302/ 7722355
Freedom Scientific Inc.	PDT MAGNIFIER CAMERA ILLUMINATION	3/21/2007/ 3/15/2011	Granted	2007689019/ 7905648
Freedom Scientific Inc.	SYSTEM-WIDE CONTENT-SENSITIVE TEXT STYLIZATION AND REPLACEMENT	2/12/2007/ 11/16/2010	Granted	2007673678/ 7834877
Freedom Scientific Inc.	DISTANCE CAMERA HAVING A MEMORY MODULE	11/16/2006/ 10/30/2012	Granted	2006560670/ 8300067



Freedom Scientific Inc.	DESKTOP ELECTRONIC MAGNIFIER	4/19/2006/ 4/19/2011	Granted	2006379327/ 7929013
Freedom Scientific Inc.	MAGNIFIER HAVING SLIDEABLY MOUNTED CAMERA	3/15/2006/ 2/6/2007	Granted	2006308298/ 7172305
Freedom Scientific Inc.	ILLUMINATOR HAVING FORWARD LIGHTING	3/2/2006/ 2/6/2007	Granted	2006307999/ 7172304
Freedom Scientific Inc.	CUSTOM LABELER FOR SCREEN READERS	12/14/2005/ 9/27/2011	Granted	2005306013/ 8028240
Freedom Scientific Inc.	SCREEN READER LIST VIEW PRESENTATION METHOD	11/14/2005/ 1/10/2012	Granted	2005164192/ 8092221
Freedom Scientific Inc.	READING ALERTS AND SKIM-READING SYSTEM	10/12/2005/ 2/5/2013	Granted	2005163267/ 8366447
Freedom Scientific Inc.	CONTAMINANT- TOLERANT BRAILLE PINS	6/2/2005/ 8/1/2006	Granted	2005908960/ 7083416
Freedom Scientific Inc.	MULTIMODAL XML DELIVERY SYSTEM AND METHOD	3/16/2005/ 10/19/2010	Granted	2005907015/ 7818664
Freedom Scientific Inc.	BRAILLE INPUT DEVICE	9/20/2004/ 4/18/2006	Granted	2004711459/ 7029190
Freedom Scientific Inc.	BRAILLE CELL CAP	9/17/2004/ 5/6/2008	Granted	2004711427/ 7367806
Freedom Scientific Inc.	ELECTROMECHANIC AL TACTILE CELL ASSEMBLY	9/17/2004/ 8/12/2008	Granted	2004711423/ 7410359
Freedom Scientific Inc.	BRAILLE DISPLAY ASSEMBLY	9/17/2004/ 12/9/2008	Granted	2004711422/ 7462034
Freedom Scientific Inc.	SCREEN READER HAVING CONCURRENT COMMUNICATION OF NON-TEXTUAL INFORMATION	8/12/2004/ 9/2/2014	Granted	2004710910/ 8826137
Freedom Scientific Inc.	DOCUMENT PLACEMARKER	8/6/2004/ 1/31/2006	Granted	2004710849/ 6993707
Freedom Scientific Inc.	CONTAMINANT- TOLERANT BRAILLE PINS	8/4/2004/ 6/7/2005	Granted	2004710808/ 6902403

Freedom Scientific Inc.	BRILLE DISPLAY FOR USE WITH A NOTETAKER AND WITH PERSONAL COMPUTERS FOR BLIND AND LOW VISION USERS	8/1/2003/ 8/5/2008	Granted	2003632262/ 7407335
Freedom Scientific Inc.	NAVIGATION AID FOR REFRESHABLE BRILLE DISPLAY AND OTHER TEXT PRODUCTS FOR THE VISION IMPAIRED	7/31/2002/ 1/17/2006	Granted	2002209233/ 6987467
Freedom Scientific Inc.	METHOD FOR DISPLAYING AN INTERNET WEB PAGE WITH AN AREA OF FOCUS	4/23/2002/ 7/25/2006	Granted	2002127864/ 7082577
Freedom Scientific Inc.	VIDEO MAGNIFIER CAMERA WITH HANDLE	1/29/2014/ 5/5/2015	Granted Design	2014480793/ D728656
Freedom Scientific Inc.	VISION ASSISTIVE DEVICE	3/14/2013/ 4/1/2014	Granted Design	2013449236/ D701894
Freedom Scientific Inc.	MULTI POSITION MAGNIFIER CAMERA	1/4/2013/ 7/29/2014	Granted Design	2013441459/ D709937
Freedom Scientific Inc.	PORTABLE MAGNIFIER CAMERA	3/7/2011/ 6/19/2012	Granted Design	2011386933/ D662121
Freedom Scientific Inc.	DESKTOP ELECTRONIC MAGNIFIER	10/7/2010/ 7/31/2012	Granted Design	2010376481/ D664584
Freedom Scientific Inc.	HAND HELD MULTI POSITION MAGNIFIER CAMERA	6/5/2009/ 9/21/2010	Granted Design	2009338154/ D624107
Freedom Scientific Inc.	PORTABLE MULTI POSITION MAGNIFIER CAMERA	9/22/2008/ 4/20/2010	Granted Design	2008324855/ D614220
Freedom Scientific Inc.	GESTURE-BASED TOUCH SCREEN MAGNIFICATION	9/11/2014/ 5/28/2015	Pending	201414483614 / 20150149958
Freedom Scientific Inc.	ELECTRONIC MAGNIFICATION DEVICE	9/9/2014/ 12/25/2014	Pending	2014481073/ 20140375783
Freedom Scientific Inc.	SCREEN READER WITH CUSTOMIZABLE WEB PAGE OUTPUT	9/9/2014/ 12/25/2014	Pending	2014481180/ 20140380149
Freedom Scientific Inc.	SCREEN READER WITH FOCUS-BASED SPEECH VERBOSITY	9/9/2014/ 12/25/2014	Pending	2014481225/ 20140380157

Freedom Scientific Inc.	MULTIPOSITION HANDHELD ELECTRONIC MAGNIFIER	8/11/2014/ 11/27/2014	Pending	2014456799/ 20140347457
Freedom Scientific Inc.	SCREEN READER HAVING CONCURRENT COMMUNICATION OF NON-TEXTUAL INFORMATION	7/11/2014/ 10/30/2014	Pending	201414329543 / 20140324438
Freedom Scientific Inc.	BRAILLE DISPLAY DEVICE AND METHOD OF CONSTRUCTING SAME	3/3/2014/ 8/28/2014	Pending	201414195428 / 20140242555
Freedom Scientific Inc.	DESKTOP ELECTRONIC MAGNIFIER	12/30/2013/ 7/3/2014	Pending	201314143240 / 20140184763
Freedom Scientific Inc.	SEGMENTING AND PLAYBACK OF WHITEBOARD VIDEO CAPTURE	12/20/2013/ 4/17/2014	Pending	201314137010 / 20140105563
Freedom Scientific Inc.	VIEW LOCKING MULTI- MONITOR SCREEN MAGNIFIER	7/26/2013/ 1/29/2015	Pending	2013952383/ 20150033183
Freedom Scientific Inc.	VECTOR-BASED CUSTOMIZABLE POINTING INDICIA	5/31/2013/ 10/3/2013	Pending	2013907282/ 20130257721
Freedom Scientific Inc.	MAGNIFICATION INTERFACE WITH INDEPENDENT POINTER SIZING	2/25/2013/ 7/4/2013	Pending	2013775811/ 20130174088
Freedom Scientific Inc.	MULTIPOSITION MAGNIFIER CAMERA	1/4/2013/ 1/23/2014	Pending	2013734672/ 20140022364
Freedom Scientific Inc.	DOCUMENT NAVIGATION METHOD	5/14/2012/ 9/6/2012	Pending	2012470952/ 20120226501
Freedom Scientific Inc.	BI-DIRECTIONAL TEXT CONTRACTION AND EXPANSION	7/15/2009/ 1/20/2011	Pending	2009503362/ 20110016389
Freedom Scientific Inc.	CUSTOM SUMMARY VIEWS FOR SCREEN READER	1/16/2007/ 7/19/2007	Pending	2007623529/ 20070168891
Freedom Scientific Inc.	VIDEO MAGNIFIER CAMERA WITH HANDLE	1/28/2015/ N/A	Pending	14607197/ 20150215499
Freedom Scientific Inc.	DESKTOP ELECTRONIC MAGNIFIER	10/31/2013/ N/A	Re-Exam- ination	90013048/ N/A

Freedom Scientific Inc.	VIDEO MAGNIFIER CAMERA WITH HANDLE	1/29/2014/ 5/5/2015	Granted Design	2014480793/ D728656
Freedom Scientific Inc.	VIDEO MAGNIFIER CAMERA WITH HANDLE	1/28/2015/ N/A	Pending	20150215499/ 14607197
Freedom Scientific Inc.	VISION ASSISTIVE DEVICES AND USER INTERFACES	5/29/2014 1/31/2014	PENDING	US201401461 51A1
Freedom Scientific Inc.	LIGHTING ARRANGEMENT FOR MAGNIFICATION DEVICE	04/02/2015 10/6/2014	PENDING	US201500920 31A1

### U.S. Trademarks and Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date / Issue Date</u>	<u>Status</u>	<u>Application / Reg. No.</u>
Freedom Scientific Inc.	FSINSPECTION	12/9/2014 / N/A	Pending	86475317 / N/A
Freedom Scientific Inc.	FSINSPECTION	12/8/2014/ N/A	Pending	86473556 / N/A
Freedom Scientific Inc.	ABISEE	10/29/2014 / 7/7/2015	Registered	86439142 / 4768077
Freedom Scientific Inc.	EYE-PAL SOLO	5/31/2014 / 8/25/2015	Registered	86297058/ 4797883
Freedom Scientific Inc.	PKMAG	8/27/2013 / 6/3/2014	Registered	86048954/ 4545250
Freedom Scientific Inc.	HDMAG	6/7/2013 / 7/29/2014	Registered	85953970/ 4577228
Freedom Scientific Inc.	MAGIC	9/26/2011 / 5/22/2012	Registered	85431771/ 4146347
Freedom Scientific Inc.	TALKINGCCTV	3/14/2011 / 2/7/2012	Registered supple- mental registered	85266807/ 4097334
Freedom Scientific Inc.	GEM	3/1/2011 / 11/15/2011	Registered	85254403/ 4057683
Freedom Scientific Inc.	BRAILLEIN	10/22/2010/ 2/28/2012	Registered	85159023/ 4106488
Freedom Scientific Inc.	EYE-PAL	3/1/2010 / 4/26/2011	Registered	77947865/ 3949899
Freedom Scientific Inc.	PEARL	1/5/2010 / 10/5/2010	Registered	77904899/ 3858289

Freedom Scientific Inc.	OPENBOOK	9/4/2008 / 4/28/2009	Registered	77562304/ 3611706
Freedom Scientific Inc.	EYEMERGE	6/18/2007 / 10/14/2008	Registered	77208820/ 3517470
Freedom Scientific Inc.	ONYX	4/19/2007 / 3/31/2009	Registered	77160386/ 3599121
Freedom Scientific Inc.	MAGIC	10/28/2005 / 9/12/2006	Registered	78742265/ 3142224
Freedom Scientific Inc.	ZOOM-EX	4/26/2005/ 4/18/2006	Registered	78616872/ 3082426
Freedom Scientific Inc.	SCANTALKER	9/8/2003/ 12/6/2005	Registered	78297252/ 3024437
Freedom Scientific Inc.	TESTTALKER	5/22/2002/ 11/25/2003	Registered	78130374/ 2787622
Freedom Scientific Inc.	WHIZ WHEELS	7/25/2001/ 1/28/2003	Renewed Registered	78075636/ 2681934
Freedom Scientific Inc.	FREEDOM SCIENTIFIC	4/25/2000/ 12/18/2001	Renewed Registered	78005468/ 2520226
Freedom Scientific Inc.	EVER SIGNAL		Registered	76370514/ 2715334
Freedom Scientific Inc.	SMART NAVIGATION		Pending	
Freedom Scientific Inc.	VERSAMAG		Registered	014458525