

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370548

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UICO, LLC		12/06/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4481435	WATERSENSE	
Registration Number:	3966979	POWERMAP	
Registration Number:	4060476	POWERCORE	
Registration Number:	3905219	HMI1STOP	
Registration Number:	3905218	GLOVESENSE	
Registration Number:	3905187	DURATOUCH	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	c/o COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	194491-1795 UICO		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		

CH \$165.00 4481435

DATE SIGNED:	01/26/2016
---------------------	------------

Total Attachments: 8
source=(UICO) signed IPSA#page1.tif
source=(UICO) signed IPSA#page2.tif
source=(UICO) signed IPSA#page3.tif
source=(UICO) signed IPSA#page4.tif
source=(UICO) signed IPSA#page5.tif
source=(UICO) signed IPSA#page6.tif
source=(UICO) signed IPSA#page7.tif
source=(UICO) signed IPSA#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 6, 2015 by and between SILICON VALLEY BANK (“Bank”) and UICO, LLC, a Delaware limited liability company (“Grantor”).

RECITALS

A. Bank and Grantor are parties to a Loan and Security Agreement of even date (as amended from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) Any and all claims for damages by way of past, present and future infringements 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) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property that Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in 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 to 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.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, 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 laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS.]

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:

Address of Grantor:

612 Lamont Road
Elmhurst, IL 60126

UIICO, LLC

Scott Hoehn
By: Scott Hoehn
Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Silicon Valley Bank

By: _____
Title: _____

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:

Address of Grantor:

612 Lamont Road
Elmhurst, IL 60126

UICO, LLC

By: _____
Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054

Silicon Valley Bank


By:  _____
Title: Managing Director

EXHIBIT A

Copyrights

Title

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Docket Number	Client Ref. Number	Client	Country	Case Type	SubStatus	Application Number	Application Date	Patent Number	Issue Date	Title
Family 1										
14916-5		UICO, LLC	United States	Original Filing	Expired	61/112,064	11/6/2008			CAPACITIVE TOUCH SCREEN AND PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-6		UICO, LLC	United States	Original Filing	Abandoned	12/614,072	11/6/2009			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-13		UICO, LLC	Patent Cooperation Treaty	Original Filing	Abandoned	PCT/US2009/063565	11/6/2009			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-7	4119.05WOAU	UICO, LLC	Australia	Original Filing	Issued	2009313381	11/6/2009	2009313381	12/24/2013	CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-54		UICO, LLC	Australia	Division	Pending	2013267003	12/4/2013	2013267003	10/8/2015	CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-8	4119.05WOAU	UICO, LLC	Canada	Original Filing	Pending	2742985	11/6/2009			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-9	4119.05WOCN	UICO, LLC	China P.R.	Original Filing	Issued	200980147743.900	11/6/2009	200980147743.9	1/8/2014	CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-55		UICO, LLC	China P.R.	Division	Published	201310617862.4	11/27/2013			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-10	4119.05WOEP	UICO, LLC	European Patent Convention	Original Filing	Pending	9825482.4	11/6/2009			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-11	4119.05WOCNHK	UICO, LLC	Hong Kong	Original Filing	Issued	11114102.3	11/6/2009	HK1159795	8/15/2014	CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-62		UICO, LLC	Hong Kong	Original Filing	Published	n/a				CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
14916-12	4119.05WOIN	UICO, LLC	India	Original Filing	Pending	3692/DELNP/2011	11/6/2009			CAPACITIVE TOUCH SCREEN AND STRATEGIC GEOMETRY ISOLATION PATTERNING METHOD FOR MAKING TOUCH SCREENS
Family 2										
14916-22		UICO, LLC	United States	Original Filing	Expired	61/377,837	8/27/2010			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-23		UICO, LLC	United States	Original Filing	Issued	13/220,445	8/29/2011	8,866,793	10/21/2014	CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-31	4119.14WO01	UICO, LLC	Patent Cooperation Treaty	Original Filing	Abandoned	PCT/US2011/049590	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-24	4119.14WOAU	UICO, LLC	Australia	Original Filing	Pending	2011293110	8/29/2011	2011293110	10/22/2015	CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-25	4119.14WOCA	UICO, LLC	Canada	Original Filing	Pending	2807387	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-26	4119.14WOCN	UICO, LLC	China P.R.	Original Filing	Published	201180041574.8	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-27	4119.14WOEP	UICO, LLC	European Patent Convention	Original Filing	Published	11820785.1	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-56		UICO, LLC	Hong Kong	Original Filing	Published	13114398.4	12/31/2013			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-58		UICO, LLC	Hong Kong	Original Filing	Published	14100646.2	1/21/2014			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-28	4119.14WOIN	UICO, LLC	India	Original Filing	Pending	998/CHENP/2013	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-29	4119.14WOJP	UICO, LLC	Japan	Original Filing	Published	2013-526202	8/29/2011			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-30	4119.14WOKR	UICO, LLC	South Korea	Original Filing	Pending	10-2013-7007810	8/29/2011	10-1560069	10/6/2015	CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-63		UICO, LLC	South Korea	Division	Pending	10-2014-7030297	10/28/2014			CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING
14916-61		UICO, LLC	United States	Continuation	Pending	14/508,294	10/7/2014	9,001,083	4/7/2015	CAPACITIVE TOUCH SCREEN HAVING DYNAMIC CAPACITANCE CONTROL AND IMPROVED TOUCH-SENSING

Family 3

14916-32		UICO, LLC	United States	Original Filing	Expired	61/406,337	10/25/2010		SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-50		UICO, LLC	United States	Original Filing	Pending	13/881,326	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-33		UICO, LLC	Patent Cooperation Treaty	Original Filing	Completed	PCT/US2011/057702	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-43		UICO, LLC	Australia	Original Filing	Pending	2011323805	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-44		UICO, LLC	Canada	Original Filing	Pending	2815491	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-45		UICO, LLC	China P.R.	Original Filing	Published	201180051659.4	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-46		UICO, LLC	European Patent Convention	Original Filing	Published	11838536.8	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-59		UICO, LLC	Hong Kong	Original Filing	Published	14101660.1	2/21/2014		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-47		UICO, LLC	India	Original Filing	Published	817/MUMNP/2013	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-48		UICO, LLC	Japan	Original Filing	Published	2013-536728	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY
14916-49		UICO, LLC	South Korea	Original Filing	Pending	10-2013-7013399	10/25/2011		CONTROL SYSTEM WITH SOLID STATE TOUCH SENSOR FOR COMPLEX SURFACE GEOMETRY

Family 4

14916-14		UICO, LLC	United States	Original Filing	Expired	61/258,378	11/5/2009		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-15		UICO, LLC	United States	Original Filing	Abandoned	12/940,766	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-21		UICO, LLC	Patent Cooperation Treaty	Original Filing	Abandoned	PCT/US2010/055674	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-16	4119.11WOAU	UICO, LLC	Australia	Original Filing	Abandoned	2010315047	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-17	4119.11WOCA	UICO, LLC	Canada	Original Filing	Abandoned	2779899	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-18	4119.11WOCN	UICO, LLC	China P.R.	Original Filing	Abandoned	201080053837.2	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-19	4119.11WOEP	UICO, LLC	European Patent Convention	Original Filing	Abandoned	10829167.5	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING
14916-20	4119.11WOJP	UICO, LLC	India	Original Filing	Abandoned	4286/DELNP/2012	11/5/2010		SOLID STATE POSITIVE FORCE TOUCH SENSING

Family 5

14916-57			United States	Original Filing	Pending	14/731,051	6/4/2015		METHOD AND APPARATUS TO IMPLEMENT TWO FINGER ROTATE GESTURE UTILIZING SELF-CAPACITANCE SENSING ON A TOUCHSCREEN
----------	--	--	---------------	-----------------	---------	------------	----------	--	---

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
WATERSENSE	4,481,435	02/11/14
POWERMAP	3,966,979	05/24/11
POWERCORE	4,060,476	11/22/11
HMI1STOP	3,905,219	01/11/11
GLOVESENSE	3,905,218	01/11/11
DURATOUCH	3,905,187	01/11/11