

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGENX, INC.		06/29/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4411365	INTEGENX	
Registration Number:	4251673	INTEGENX	
Registration Number:	4411366	INTEGENX	
Registration Number:	4251676	INTEGENX	
Registration Number:	4422483	RAPIDHIT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F164031		
NAME OF SUBMITTER:	James Won		
SIGNATURE:	/James Won/		
DATE SIGNED:	06/30/2016		

OP \$140.00 4411365

Total Attachments: 18

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of June 29, 2016 by and among **INTEGENX, INC.**, a California corporation whose address is 5720 Stoneridge Drive, Suite 300, Pleasanton, California 94588 (“**Grantor**”), the several banks and other financial institutions or entities from time to time parties to the Loan Agreement (as defined below) (collectively, referred to as “**Lender**”) and **HERCULES CAPITAL, INC.**, in its capacity as administrative agent for the Lender (in such capacity, the “**Agent**”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Lender, and Grantor dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Agent and Lender.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations to Agent and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Agent and Lender, Grantor grants and pledges to Agent 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 Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) 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, Trademarks, or Mask Works 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, Patents, or Mask Works; 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 Agent.

3. 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 Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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:

INTEGENX INC.

By: 

Name: Robert A. Schueren

Title: Pres. & CEO

AGENT:

HERCULES CAPITAL, INC.

By: _____

Name: _____

Title: _____

LENDER:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC, its
General Partner

By: Hercules Capital, Inc., its Manager

By: _____

Name: _____

Its: _____

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:

INTEGENX, INC.

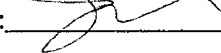
By: _____

Name: Robert A. Schueren

Title: President & Chief Executive Officer

AGENT:

HERCULES CAPITAL, INC.

By:  _____

Name: Jennifer Choe


Title: Assistant General Counsel

LENDER:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management, LLC, its
General Partner

By: Hercules Capital, Inc., its Manager

By:  _____

Name: Jennifer Choe

Its: Assistant General Counsel

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents and Patent Applications

Application No.	Filing Date	Patent No.	Issue Date	Title
12/605,217	10/23/09	8,431,340	04/30/13	MICROFLUIDIC DEVICES
13/287,398	11/02/11	8,431,390	04/30/13	MICROFLUIDIC DEVICES
13/367,326	02/06/12	8,551,714	10/08/13	MICROFLUIDIC DEVICES
580035911.7	09/15/05	20058003591 1.7	08/08/12	MICROFLUIDIC DEVICES
201210228109.1	09/15/05			MICROFLUIDIC DEVICES
11/670,866	02/02/07	7745207	06/29/10	MICROFLUIDIC DEVICES
12/815,685	06/15/10	8476063	07/02/13	MICROFLUIDIC DEVICES
14/824,333	08/12/15			MICROFLUIDIC DEVICES
11/460,236	07/26/06	7749365	07/06/10	OPTIMIZED SAMPLE INJECTION STRUCTURES IN MICROFLUIDIC SEPARATIONS
12/845,650	07/28/10	8557518	10/15/13	MICROFLUIDIC AND NANOFUIDIC DEVICES SYSTEMS, AND APPLICATIONS
13/590,965	08/21/12	8,748,165	06/10/14	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
14/253,622	04/15/14			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM

Application No.	Filing Date	Patent No.	Issue Date	Title
9714332.5	01/21/09			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
980108368.7	01/21/09	ZL200980108368.7	09/09/15	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
12/642,665	12/18/09	8672532	03/18/14	INSTRUMENT WITH MICROFLUIDIC CHIP
12/795,515	06/07/10	8394642	03/12/13	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
13/967,957	08/15/13	9,012,236	04/21/15	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
14/552,389	11/24/14			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM

Application No.	Filing Date	Patent No.	Issue Date	Title
13/717,585	12/17/12	8562918	10/22/13	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
Not yet Assigned	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
10784213	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
12110015.6	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
2010256429	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
201080034538.4	6/4/2010	ZL 2010 80034538.4	08/13/15	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM

Application No.	Filing Date	Patent No.	Issue Date	Title
42/CHENP/2012	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
2015-514214	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
2015-240839	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
2011151794	6/4/2010	2559541	08/10/15	UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
201108973-7	6/4/2010			UNIVERSAL SAMPLE PREPARATION SYSTEM AND USE IN AN INTEGRATED ANALYSIS SYSTEM
12/789,186	05/27/10	8,388,908	03/05/13	FLUIDIC DEVICES WITH DIAPHRAM VALVES
12/949,623	11/18/10	8,584,703	11/19/13	COMPOSITE PLASTIC ARTICLES
11818879.6	08/20/11			INTEGRATED ANALYSIS SYSTEM
13/202,884	08/23/11	9,121,058	09/01/15	INTEGRATED ANALYSIS SYSTEM
14/804,675	07/21/15			INTEGRATED ANALYSIS SYSTEM
13/202,877	08/23/11	8763642	07/01/14	MICROFLUIDIC DEVICE WITH PRESSURE-SEALED DIAPHRAGM VALVE

Application No.	Filing Date	Patent No.	Issue Date	Title
14/320,384	06/30/14	9,341,284	05/17/16	MICROFLUIDIC DEVICE WITH PRESSURE-SEALED DIAPHRAGM VALVE
11818878.8	08/20/11			MICROFLUIDIC DEVICE WITH PRESSURE-SEALED DIAPHRAGM VALVE
13/113,968	05/23/11	8,512,538	08/20/13	CAPILLARY ELECTROPHORESIS DEVICE
11787428.9	05/26/11			CAPILLARY ELECTROPHORESIS DEVICE
201180034761.3	05/26/11	ZL 2011 80034761.3	10/7/15	CAPILLARY ELECTROPHORESIS DEVICE
2013-512247	05/26/11			CAPILLARY ELECTROPHORESIS DEVICE
13/656,503	10/19/12	8,894,946	11/25/14	SAMPLE PREPARATION, PROCESING AND ANALYSIS SYSTEMS
14/500,846	09/29/14			SAMPLE PREPARATION, PROCESING AND ANALYSIS SYSTEMS
201280063969.2	10/20/12			SAMPLE PREPARATION, PROCESING AND ANALYSIS SYSTEMS
14/381,179	08/26/14			SAMPLE PREPARATION, PROCESING AND ANALYSIS SYSTEMS
PCT/US2014/0660 08	11/17/14			CARTRIDGES AND INSTRUMENTS FOR SAMPLE ANALYSIS
PCT/US15/028510	04/30/15			FLUIDIC CARTRIDGE WITH VALVE MECHANISM

Application No.	Filing Date	Patent No.	Issue Date	Title
14/919,620	10/21/15			SYSTEMS AND METHODS FOR SAMPLE PREPARATION, PRECESSING AND ANALYSIS
PCT/US15/56764	10/21/15			SYSTEMS AND METHODS FOR SAMPLE PREPARATION, PRECESSING AND ANALYSIS
PCT/US2015/056789	10/21/15			SYSTEMS AND METHODS FOR BIOMETRIC DATA COLLECTIONS
14/919,741	10/22/15			SYSTEMS AND METHODS FOR BIOMETRIC DATA COLLECTIONS
29/525,151	4/27/15			HOUSING FOR BIOCHEMICAL ANALYSIS APPARATUS
002833707-0001	10/23/15	002833707-0001	10/23/15	HOUSING FOR BIOCHEMICAL ANALYSIS APPARATUS
201530415370.7	10/26/15			HOUSING FOR BIOCHEMICAL ANALYSIS APPARATUS
PCT/US2016/030331	04/30/16			CROWD-SOURCED AUTOMATED REVIEW OF FORENSIC FILES

Application No.	Filing Date	Patent No.	Issue Date	Title
62/182,291	06/19/15			VALVE MECHANISM
62/233,582	09/28/15			VALVE CARTRIDGE AND SYSTEM
15/173894	06/06/16			VALVE CARTRIDGE AND SYSTEM
				VALVE CARTRIDGE AND SYSTEM
62/222,485	9/23/15			LIVE HELP
62/235,127	09/30/15			COMMAND CENTER
62/264,314	12/07/15			COMMAND CENTER
62/329,184	04/28/16			ELECTROPHORESIS SEPARATION MEDIUM

2000-534679	25-Feb-1999	4360479	21-Aug-2009	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS
09/036767	06-Mar-1998	6019896	01-Feb-2000	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS

99909649.8	25-Feb-1999	1070142	05-Mar-2008	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS
99909649.8	25-Feb-1999	69938296.3	05-Mar-2008	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS
99909649.8	25-Feb-1999	1070142	05-Mar-2008	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS
99909649.8	25-Feb-1999	1070142	05-Mar-2008	METHOD FOR USING A QUALITY METRIC TO ASSESS THE QUALITY OF BIOCHEMICAL SEPARATIONS
09/352281	13-Jul-1999	6156178	05-Dec-2000	INCREASED THROUGHPUT ANALYSIS OF SMALL COMPOUNDS USING MULTIPLE TEMPORALLY SPACED INJECTIONS
09/859840	16-May-2001	6533912	18-Mar-2003	INCREASED THROUGHPUT ANALYSIS OF SMALL COMPOUNDS USING MULTIPLE TEMPORALLY SPACED INJECTIONS
08/595355	01-Feb-1996	5646411	08-Jul-1997	FLUORESCENCE IMAGING SYSTEM COMPATIBLE WITH MACRO AND MICRO SCANNING OBJECTIVES
08/791684	30-Jan-1997	5847400	08-Dec-1998	FLUORESCENCE IMAGING SYSTEM HAVING REDUCED BACKGROUND FLUORESCENCE
08/716858	19-Sep-1996	5754291	19-May-1998	MICRO-IMAGING SYSTEM
10/633171	01-Aug-2003	6870185	22-Mar-2005	INTEGRATED MICROCHIP DESIGN
03767164.1	01-Aug-2003	1525056	04-Apr-2007	INTEGRATED MICROCHIP DESIGN
03767164.1	01-Aug-2003	60312990.0	04-Apr-2007	INTEGRATED MICROCHIP DESIGN

03767164.1	01-Aug-2003	1525056	04-Apr-2007	INTEGRATED MICROCHIP DESIGN
03767164.1	01-Aug-2003	1525056	04-Apr-2007	INTEGRATED MICROCHIP DESIGN
09/770412	25-Jan-2001	6551839	22-Apr-2003	METHOD OF MERGING CHEMICAL REACTANTS IN CAPILLARY TUBES
08/927645	11-Sep-1997	6190616	20-Feb-2001	CAPILLARY VALVE, CONNECTOR, AND ROUTER
98943553.2	08-Sep-1998	1019694	04-Mar-2009	CAPILLARY VALVE, CONNECTOR, AND ROUTER
98943553.2	08-Sep-1998	1019694	04-Mar-2009	CAPILLARY VALVE, CONNECTOR, AND ROUTER
98943553.2	08-Sep-1998	1019694	04-Mar-2009	CAPILLARY VALVE, CONNECTOR, AND ROUTER
09/556897	20-Apr-2000	6764648	20-Jul-2004	ROBOTIC MICROCHANNEL BIOANALYTICAL INSTRUMENT
01987359.5	10-Dec-2001	1344050	08-Apr-2009	ROBOTIC MICROCHANNEL BIOANALYTICAL INSTRUMENT
09/737675	13-Dec-2000	6787111	07-Sep-2004	APPARATUS AND METHOD FOR FILLING AND CLEANING CHANNELS AND INLET PORTS IN MICROCHIPS USED FOR BIOLOGICAL ANALYSIS
1987359.5	10-Dec-2001	1344050	08-Apr-2009	APPARATUS AND METHOD FOR FILLING AND CLEANING CHANNELS AND INLET PORTS IN MICROCHIPS USED FOR BIOLOGICAL ANALYSIS
09/577199	23-May-2000	6423536	23-Jul-2002	LOW VOLUME CHEMICAL AND BIOCHEMICAL REACTION SYSTEM

10/262476	30-Sep-2002	6927045	09-Aug-2005	METHODS AND APPARATUS FOR TEMPLATE CAPTURE AND NORMALIZATION FOR SUBMICROLITER REACTION
10/361481	07-Feb-2003	7138254	21-Nov-2006	METHODS AND APPARATUS FOR PERFORMING SUBMICROLITER REACTIONS WITH NUCLEIC ACIDS OR PROTEINS
03798751.8	25-Sep-2003			HIGH DENSITY FLUIDIC CHIP DESIGN AND METHOD OF SAMPLE INJECTION
10/528864	23-Mar-2005	7651599	26-Jan-2010	HIGH DENSITY FLUIDIC CHIP DESIGN AND METHOD OF SAMPLE INJECTION
09/468750	21-Dec-1999	6177990	23-Jan-2001	OPTICAL SUBSTRATE FOR ENHANCED DETECTABILITY OF FLUORESCENCE
08/864363	23-May-1997	6008892	28-Dec-1999	OPTICAL SUBSTRATE FOR ENHANCED DETECTABILITY OF FLUORESCENCE
08/500097	10-Jul-1995	5534123	09-Jul-1996	DENATURING SEPARATION MATRIX HAVING HYDROXYETHYL CELLULOSE FOR NUCLEIC ACID ELECTROPHORESIS
08/631353	12-Apr-1996	5728282	17-Mar-1998	DENATURING SEPARATION MATRIX HAVING HYDROXYETHYL CELLULOSE FOR NUCLEIC ACID ELECTROPHORESIS

EXHIBIT C

Trademarks

Trademark	App/Reg No.	Application date	Status	Country
INTEGENX	1088526	April 5, 2011	Registered	China
	1088526	April 5, 2011	Registered	EC
	1088526	April 5, 2011	Registered	Int'l
	1088526	April 5, 2011	Registered	South Korea
	4411365	May 7, 2010	Registered	United States
	4251673	May 7, 2010	Registered	United States
IntegenX & design	1087366	April 5, 2011	Registered	China
	1087366	April 5, 2011	Registered	EC
	1087366	April 5, 2011	Registered	Int'l
	1087366	April 5, 2011	Registered	South Korea
	4411366	May 7, 2010	Registered	United States
	4251676	May 7, 2010	Registered	United States
RapidHIT	4422483	December 27, 2011	Registered	United States
	1121872	June 8, 2012	Registered	China
	1121872	June 8, 2012	Registered	South Korea
	1121872	June 8, 2012	Registered	Europe
	1121872	June 8, 2012	Registered	Int'l

EXHIBIT D

Mask Works

None.