

10-19-2009



OCT 14 2009

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9-17-09  
Re 10-14-09

the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kesumo StringPort Joint Venture  
Kesumo, LLC  
StringPort, LLC

- Individual(s)
- General Partnership
- Corporation- State: California
- Other Joint Venture
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance )/Execution Date(s) :

Execution Date(s) June 1, 2009

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Benjamin W. Wong & Assoc Inc Profit Sharing Plan

Internal

Address: \_\_\_\_\_

Street Address: 7011 Koll Center Pkwy, Suite 260

City: Pleasanton

State: California

Country: U.S.A. Zip: 94566

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Profit share Plan

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
77/646-807  
77/504,550

SEP 17

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Batt-O-Meter  
StringPort

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Keith McMillen

Internal Address: \_\_\_\_\_

Street Address: 970 Miller Ave.

City: Berkeley

State: California Zip: 94708

Phone Number: 510-502-5310

Fax Number: \_\_\_\_\_

Email Address: keith@kesumo.com

6. Total number of applications and registrations involved:

two (2)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 09/14/2009 DBYRNE 00000006 77646807

Authorized User Name 01 FC:4521  
02 FC:8522

48.00 OP  
25.00 OP

9. Signature:

Keith A. McMillen  
Signature

9-13-09  
Date

Total number of pages including cover sheet, attachments, and document: 2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 004081 FRAME: 0740

# SECURITY AGREEMENT

This Security Agreement (this "**Agreement**") is made and entered into effective as of June 12, 2009 (the "**Effective Date**") by and between Kesumo StringPort Joint Venture, a California Joint Venture ("**Borrower**"), and Benjamin W. Wong, Tst FBO The Benjamin W. Wong & Assoc. Inc. Profit Sharing Plan, located at 7011 Koll Center Pkwy, Suite 260, Pleasanton, CA 94566 ("**Lender**").

## RECITALS

A. Pursuant to that certain Revenue Agreement of even date herewith, by and between Borrower and Lender (the "**Revenue Agreement**"), and that certain Secured Promissory Note, issued by Borrower in favor of Lender, dated of even date herewith (the "**Note**"), Lender had advanced certain funds to Borrow in exchange for the issuance to Lender of such Note.

B. The parties hereto have agreed that Borrower's obligations under the Note and the Revenue Agreement will be secured by Borrower's grant to Lender of a security interest in and to certain collateral, pursuant to the terms and conditions of this Agreement.

C. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Note and/or Revenue Agreement.

NOW THEREFORE, the parties hereby agree as follows:

### 1. SECURITY.

1.1 **Grant of Security Interest.** As security for the payment and performance of all obligations of Borrower under the Note and the Revenue Agreement (the "**Obligations**"), Borrower hereby grants to Lender a security interest in the Collateral (as defined below).

1.2 **Collateral Defined.** The term "**Collateral**" means, collectively, the "**Patent Collateral**" (as defined below) and the "**Trademark Collateral**" (as defined below).

1.3 **Patent Collateral.** The term "**Patent Collateral**" means the patent and provisional patent applications listed on Attachment 1-A, attached hereto and any future related non-provisional patent applications, any conversion of the provisional patent applications, and any patent issued in connection with such applications (including any applications, divisions, reissues, re-examinations, continuations, continuations-in-part, renewals or extensions thereto).

1.4 **Trademark Collateral.** The term "**Trademark Collateral**" means the trademarks and trademark applications listed on Attachment 1-B, attached hereto (including any goodwill relating to any of the foregoing and any rights or items necessary to such goodwill to prevent any assignment from being an assignment in gross).

2. **Perfection.** Borrower will file, within thirty (30) days of the Effective Date of this Agreement, financing statements and documents with the California Secretary of State and the U.S. Patent and Trademark Office, in order to evidence the perfection of Lender's rights in the Collateral and to perfect and maintain such security interests in the Collateral granted to Lender hereby, and to give any third party notice of Lender's interest in the Collateral. A copy

of the financial statements and document to be filed with the US. Patent and Trademark Office will be provided to Borrower for his review before the filing is made and a copy of the filings will be furnished to Borrower. Upon the full and final discharge of all Obligations, Lender will execute and deliver such documents as may be reasonably necessary and requested by Borrower to release the Collateral from the security interest granted to Lender in this Agreement.

**3. Sale or Encumbrance of Collateral.** Borrower may not sell, transfer, assign or further encumber the Collateral, *except* to the extent permitted under the Note and/or Revenue Agreement.

**4. Termination.** When all of the Obligations of Borrower have been discharged, this Agreement and the security interest granted to Lender under this Agreement will terminate.

**5. General Provisions.**

5.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to that body of laws pertaining to conflict of laws.

5.2 Successors and Assigns; Assignment. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

5.3 Severability; Headings. The invalidity or unenforceability of any term or provision of this Agreement will not affect the validity or enforceability of any other term or provision hereof. The headings in this Agreement are for convenience of reference only and will not alter or otherwise affect the meaning of this Agreement.

5.4 Amendment and Waivers. This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

5.5 Entire Agreement. This Agreement and the documents referred to herein, including but not limited to the Note and Revenue Agreement, and all exhibits and attachments hereto and thereto, constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

5.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

**[Signature page follows]**

**ATTACHMENT 1-A**

**PATENT COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	U.S. Provisional Patent	Batt-O-Meter	Serial No.: 61/104,178 Filing Date: October 9, 2008
	U.S. Patent Application		Serial No: 12/436,614 Filing Date: May 6, 2009
Kesumo, LLC	U.S. Provisional Patent	Sensor Bow for Stringed Instrument	Serial No. 61/055,087 Filing Date: May 21, 2008
	U.S. Patent Application		NO. 12/467,136 Filing Date: May 15, 2009
Stringport LLC	U.S. Provisional Patent	Computer Input Device for Polyphonic Stringed Instruments	Serial No: 61/079,691 Filing Date: July 10, 2008

All Patent Collateral is located at: 970 Miller Ave, Berkeley, CA 94708.

**ATTACHMENT 1-B**

**TRADEMARK COLLATERAL**

<b><u>Contributing Joint Venturer</u></b>	<b><u>Type of Collateral</u></b>	<b><u>Title of Collateral</u></b>	<b><u>Specification</u></b>
Kesumo, LLC	Trademark Application	Batt-O-Meter	Serial Number 77/646-807
StringPort, LLC	Trademark Application	StringPort	Serial Number 77/504,550

All Trademark Collateral is located at: 970 Miller Ave, Berkeley, CA 94708.