

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENSEQUENCE, INC.		10/11/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CYMI TECHNOLOGIES, LLC
Street Address:	6450 SAND LAKE ROAD
Internal Address:	SUITE 200
City:	DAYTON
State/Country:	OHIO
Postal Code:	45414
Entity Type:	LIMITED LIABILITY COMPANY: OHIO

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3238994	Q
Registration Number:	3297311	ENSEQUENCE
Registration Number:	3603625	TV IS NEW AGAIN
Registration Number:	3603623	TV IS NEW AGAIN
Serial Number:	77656615	ENSEQUENCE CREATE
Registration Number:	3710437	ENSEQUENCE PLAYER
Registration Number:	3710436	ENSEQUENCE ITV MANAGER
Registration Number:	3556137	ENSEQUENCE
Registration Number:	3552846	ENSEQUENCE
Registration Number:	2832645	TVSCRIPT
Registration Number:	2860741	ENSEQUENCE
Registration Number:	2860738	ENSEQUENCE
Registration Number:	2982835	ON-Q

CH \$365.00 3238994

Registration Number: 2969738 ON-Q

CORRESPONDENCE DATA

Fax Number: (212)547-5444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 5475857
Email: jsbrown@mwe.com
Correspondent Name: MORGAN WALBRIDGE
Address Line 1: MCDERMOTT WILL & EMERY LLP
Address Line 2: 340 MADISON AVENUE
Address Line 4: NEW YORK, NEW YORK 10173-1922

ATTORNEY DOCKET NUMBER: 071176-0014

NAME OF SUBMITTER: Morgan Walbridge

Signature: /Morgan Walbridge/

Date: 10/12/2010

Total Attachments: 8
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ENSEQUENCE, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of October 11, 2010, is made by Ensequence, Inc., a Delaware corporation ("Grantor"), and CYMI Technologies, LLC, an Ohio limited liability company (the "Lender").

RECITALS

A. Pursuant to (i) that certain Security Agreement (the "Security Agreement") and (ii) that certain Senior Secured Promissory Note (the "Note" and, together with the Security Agreement, the "Loan Documents"), in each case of even date herewith by and between Grantor and Lender, Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to enter into the Loan Documents, Grantor has agreed to execute and deliver this Agreement to Lender. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined in the Loan Documents shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Delaware Uniform Commercial Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the obligations of Grantor under the Loan Documents, Grantor hereby grants, mortgages and pledges to Lender a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located, except for prior liens against Intellectual Property as set forth in Schedule 4.22(b) to Schedule 6(d) of the Note (collectively, the "Intellectual Property Collateral"):

(a) all copyrights, patents, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Exhibit A hereto,

- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all proceeds of the foregoing.

3. Authorization. Grantor hereby authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement.

4. Loan Documents. The lien granted pursuant to this Agreement is granted in conjunction with the liens granted to Lender pursuant to the Security Agreement and is subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

ENSEQUENCE INC.

By: 

Name: Wayne Graham

Title: CEO

Address: 111 SW 5th Avenue
Suite 1400
Portland, Oregon 97204
Attn: Wayne Graham

Fax: 503-416-3801

Acknowledged by:

LENDER:

CYMI TECHNOLOGIES LLC

By: _____

Dave Osborne
Vice President and Secretary

Address: 6450 Sand Lake Road
Suite 200
Dayton, Ohio 45414
Attn: Dave Osborne

Fax: 937-264-7876

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

GRANTOR:

ENSEQUENCE, INC.

By: _____
Name: _____
Title: _____

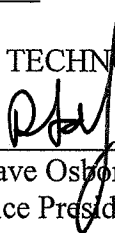
Address: 111 SW 5th Avenue
Suite 1400
Portland, Oregon 97204
Attn: Wayne Graham

Fax: 503-416-3801

Acknowledged by:

LENDER:

CYMI TECHNOLOGIES LLC

By:  _____
Dave Osborne
Vice President and Secretary

Address: 6450 Sand Lake Road
Suite 200
Dayton, Ohio 45414
Attn: Dave Osborne

Fax: 937-264-7876

EXHIBIT A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Ensequence, Inc. Patent Applications Currently Under Prosecution				
#	Patent Appln No.	File Date	Title	Status
1	12/552,220 US	8/1/09	Method of certifying multiple versions of an application	currently under USPTO examination
2	12/509,328 US	9/24/09	Method and apparatus for modifying an executable application using in-memory object representation	currently under USPTO examination
3	12/509,363 US	7/24/09	Method for application authoring employing a pre-certified master application template	currently under USPTO examination
4	12/509,383 US	7/24/09	Method for application authoring employing a child application template derived from a master application template	currently under USPTO examination
5	12/509,397 US	7/24/09	Method for application authoring employing an application template stored in a database	currently under USPTO examination
6	12/767,705 US	4/26/10	Method for distributing a certified application employing a pre-certified master application template	currently under USPTO examination
7	12/776,326 US	5/7/10	Method for application authoring employing a pre-certified multi-platform master application template	currently under USPTO examination
8	12/873,178 US	8/31/10	Method and system for authoring and distributing multiple application versions based on audience qualifiers	currently under USPTO examination
9	12/873,198 US	8/31/10	Method and system for authoring multiple application versions based on audience qualifiers	currently under USPTO examination
10	TBD	TBD	An additional patent application is to be filed with the USPTO	to be filed
11	12/197,121 US	8/22/08	Method and Systems for Providing Supplementary Content to the User of a Stored-Media-Content Device	currently under USPTO examination (US20100049741)
12	11/200,957 US	8/10/05	Methods and systems for achieving transition effects with MPEG-encoded picture content	currently under USPTO examination (US20060285586)
13	11/200,914 US	8/10/05	Flexible use of MPEG encoded images	currently under USPTO examination (US20060256865)
14	10/908,545 US	5/16/05	Methods and systems for repositioning MPEG image content without recording	currently under USPTO examination (US20060256868)
15	10/928,658 US	8/26/04	Compile-time code validation based on configurable virtual machine	currently under USPTO examination (US20050081061)
16	10/427,344 US	4/30/03	Efficient method and system for delivering resources in broadcast environment	Abandoned 3/14/10, (US20040010524)
17	10/427,343 US	4/30/03	Method and system for flexible time-based control of application appearance and behavior	currently under USPTO examination (US20040010793)
18	10/427,255 US	4/30/03	Method and system for providing flexible time-based control of application appearance and behavior	Abandoned 5/4/10 (US20040010792)
19	10/066,144 US	1/31/02	Animated screen object for annotation and selection of video sequences	currently under USPTO examination (US20020105535)
20	EP2157793	10/8/08	Method and system for providing supplementary content to the user of a stored-media-content device	Related to 12/197,121 (US2010004974)
21	EP1725044	11/22/06	Flexible use of MPEG encoded images	Abandoned 10/30/09, related to 11/200,914 (US20070222652)
22	EP1725042	11/22/06	Fade frame generating for MPEG compressed video data	Abandoned 10/27/09, related to 11/200,957 (US20060285586)
23	EP1725043	11/22/06	Selection of and access to MPEG sub-frames without re-encoding	Abandoned 10/30/09 (US20060256866)
24	EP1632850	3/8/06	Method and system for generating and automatically storing the definitions of states related to the appearance and behavior of programming elements in a software application development tool	Abandoned 10/27/09, related to appl 10/943,322 (Patent US788,634) (US20060053443)

25	EP1380945	1/14/04	Method and system for flexible time-based control of application appearance and behaviour	Related to appln. 10/427,357 (Patent US7,260,782) (US20040010771)
26	EP1380944	1/14/04	Method and system for automatic control of graphical computer application appearance and execution	<i>Abandoned 4/5/09, related to appln. 10/427,735 (Patent US7,231,630) (US20040010794)</i>
27	EP1239672	9/11/02	Animated screen object for annotation and selection of video sequences	<i>Abandoned 12/29/09, related to appln. 10/066,144 (US20020105535)</i>

**Ensequence, Inc.
Issued Patents**

#	Patent No.	Issue Date	Title	Patent Appln. No.
1	US7,788,634	8/31/10	Methods and systems for efficient behavior generation in software application development tool	10/934,322 (US20060053443)
2	US7,460,037	12/2/08	Method and apparatus for replacing a portion of a first digital signal with a second digital signal	11/755,595 (US20070222652)
3	US7,430,718	9/30/08	Configurable interface for template completion	11/160,400 (US20060053390)
4	US7,260,782	8/21/07	Method and system for generating flexible time-based control of application appearance and behavior	10/427,357 (US20040010771)
5	EP1383335	7/4/07	Efficient method and system for delivering resources in broadcast environment	10/427,344 (US20040010524)
6	US7,231,630	6/12/07	Method and system automatic control of graphical computer application appearance and execution	10/427,735 (US20040010794)

Ensequence, Inc. Trademarks					
#	Serial No. & Reg'n No.	Filing Date & Reg'n Date	Trademark	Notes & Status	Owner
1	78-7 	9/9/05	[stylized]	Live	Ensequence Inc.
	3,238,994	5/8/07			
2		7/10/07	[stylized]	Live -- Follow up in 12/2013 to renew application.	Ensequence Inc.
3	78-173,311 	10/10/02	[design]	<i>To be abandoned</i>	Ensequence Inc.
	2,982,835	8/9/05			
4	78-173,204	10/10/02	ON-Q	<i>To be abandoned</i>	Ensequence Inc.
	2,969,738	7/19/05			
5	77-327,472	11/12/07	TV IS NEW AGAIN	Live -- IC 035	Ensequence Inc.
	3,603,625	4/7/09			
6	77-327,429	11/12/07	TV IS NEW AGAIN	Live -- IC 042	Ensequence Inc.
	3,603,623	4/7/09			
7	77-656,615	1/26/09	ENSEQUENCE CREATE	Live --	Ensequence Inc.
	77-656,613	1/26/09			
8	3,710,437	2/25/10	ENSEQUENCE PLAYER	Live -- registered	Ensequence Inc.
	77-656,583	1/26/09			
9	3,710,436	11/10/2009	ENSEQUENCE ITV MANAGER	Live -- registered	Ensequence Inc.
	77-327,486	11/12/07			
10	3,556,137	1/6/09	ENSEQUENCE	Live -- IC 035	Ensequence Inc.
	77-327,500	11/12/07			
11	3,552,846	12/30/08	ENSEQUENCE	Live -- IC 042	Ensequence Inc.
	7  14	11/12/07			
12			[design]	<i>Abandoned 8/17/09</i>	Ensequence Inc.
	77-327,458	11/12/07			
13			TV IS NEW AGAIN	<i>Abandoned 6/4/09 -- IC 009</i>	Ensequence Inc.
	76-376,611	2/27/02			
14	2,832,645	4/13/04	TVSCRIPT	Live	Ensequence Inc.
		7/6/04			
15	2,860,741	7/6/04	[design]	Live -- IC: 009, 042	Ensequence Inc.
16	76-330,388	10/25/01	ENSEQUENCE	Live -- IC: 009, 042	Ensequence Inc.
	2,860,738	7/6/04			
17	78-022,648	8/23/00	DIGITAL2ME	<i>Abandoned 9/4/03</i>	Digital2Me
	78-020,441	8/9/00			
18			ONREQUEST	<i>Abandoned 9/2/01</i>	Digital2Me

19	78-081,092	8/24/01	ENSEQUENCE	<i>Abandoned 4/10/02</i>	Dalen J. Harrison
20	4675989	9/28/06	ON-Q (Community trademark, CTM)	Live	Ensequence Inc.
21	2413458	12/19/02	ENSEQUENCE (Community trademark, CTM)	Live	Ensequence Inc.