

## 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
SpearFysh, Inc.		01/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Director of Development of the State of Ohio		
Street Address:	77 South High Street, 28th Floor		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43216		
Entity Type:	STATE AGENCY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85468070	SPEARFYSH	
CORRESPONDENCE DATA			
Fax Number:	(330)252-5418		
Phone:	330-258-6418		
Email:	pmcintyre@bdblaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Patricia A. McIntyre, Buckingham		
Address Line 1:	3800 Embassy Pkwy., Suite 300		
Address Line 4:	Akron, OHIO 44333		
NAME OF SUBMITTER:	Patricia A. McIntyre		
Signature:	/Patricia A. McIntyre/		
Date:	02/07/2012		
Total Attachments: 6			

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*Execution Copy*

**SECURITY AGREEMENT AS TO  
TRADEMARKS AND LICENSES**

**THIS SECURITY AGREEMENT AS TO TRADEMARKS AND LICENSES** (this "*Trademark Security Agreement*") is made as of January 30, 2012, by and between SpearFysh, Inc., a Delaware corporation (the "*Grantor*"), having an office at 8987 Darrow Road, Twinsburg, Ohio 44087, and The Director of Development of the State of Ohio (the "*Director*"), whose address is 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001.

**RECITALS**

A. Grantor is the owner of certain registered trademarks listed in **Exhibit A** attached to this Agreement.

B. Grantor has executed a \$800,000 Cognovit Promissory Note, dated January 30, 2012, in favor of the Director (as modified, amended, restated, or replaced, the "*Note*").

C. To secure the Note, Grantor has agreed to grant the Director a security interest in all of its right, title, and interest in and to the trademarks, described in **Exhibit A**, and the goodwill of the business connected with the use of, and symbolized by, such trademarks (the "*Goodwill*") as security for a loan in a principal amount of up to \$800,000 (the "*Loan*") from the Director to the Grantor under the Loan Agreement dated of even date with this Trademark Security Agreement between the Director and the Grantor. The Grantor has granted a lien on certain of its assets, including the trademarks described on **Exhibit A** which are subject to this Trademark Security Agreement under the terms of a Security Agreement dated January 30, 2012 (the "*General Security Agreement*") executed by the Grantor in favor of the Director.

D. Grantor is the owner of the entire right, title, and interest in the trademarks and Goodwill which are the subject of this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to Director as security for the Loan, a continuing security interest in and to the trademarks listed in **Exhibit A** and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date of this Trademark Security Agreement under the terms of the General Security Agreement.

2. Grants to the Director as security for the Loan, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret, or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may

not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on **Exhibit B** and from time to time thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in **Exhibit A** and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

**[Signature appears on next page]**

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be signed by its authorized officer and duly attested the day and year first above written.

SPEARFYSH, INC.  
("GRANTOR")

By:   
Marc Miller, Chief Executive Officer

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CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO )  
 ) ss:  
COUNTY OF Summit )

On this 13 day of January, 2012, before me personally came Marc Miller, to me known, who, being duly sworn, did depose and state that he is the Chief Executive Officer of SpearFysh, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



FELICIA RAMIREZ  
Notary Public, State of Ohio  
My Commission Expires  
October 1, 2012

Alicia Ramirez  
Notary Public

My commission expires: Oct 1, 2012

[SEAL]

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EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
SPEARFYSH	85468070	Pending	November 9, 2011

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EXHIBIT B

NON-ASSIGNABLE LICENSES

None.

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