

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																		
NATURE OF CONVEYANCE:	SECURITY INTEREST																		
CONVEYING PARTY DATA																			
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>SOLICORE, INC.</td> <td></td> <td>07/11/2012</td> <td>CORPORATION: FLORIDA</td> </tr> <tr> <td>POWERED CARD SOLUTIONS, LLC</td> <td></td> <td>07/11/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>POWERED MEDIA TECHNOLOGIES, LLC</td> <td></td> <td>07/11/2012</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	SOLICORE, INC.		07/11/2012	CORPORATION: FLORIDA	POWERED CARD SOLUTIONS, LLC		07/11/2012	LIMITED LIABILITY COMPANY: DELAWARE	POWERED MEDIA TECHNOLOGIES, LLC		07/11/2012	LIMITED LIABILITY COMPANY: DELAWARE		
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PROPERTY NUMBERS Total: 5																			
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Serial Number:	85369121																		
CORRESPONDENCE DATA																			
Fax Number:	8585506420																		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>																			
Phone:	858-550-6403																		
Email:	erin.obrien@cooley.com																		

CH \$140.00 2962584

Correspondent Name: Erin O'Brien  
Address Line 1: c/o Cooley LLP  
Address Line 2: 4401 Eastgate Mall  
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1515 SOLICORE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	07/25/2012

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 11, 2012 by and among COMERICA BANK ("Bank"), SOLICORE, INC. ("Solicore"), POWERED CARD SOLUTIONS, LLC ("PCS") and POWERED MEDIA TECHNOLOGIES, LLC ("PMT," together with Solicore and PCS each a "Grantor" and collectively, the "Grantors").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers dated of even date herewith (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). Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each 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, 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 under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

I.

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.

**GRANTORS:**

Address of Grantor:

2700 Interstate Drive  
Lakeland, FL 33805

Attn:

**SOLICORE, INC.**

By: [Signature]  
Name: DAVID COREY  
Title: CEO

Address of Grantor:

c/o Solicore, Inc.  
2700 Interstate Drive  
Lakeland, FL 33805

Attn:

**POWERED CARD SOLUTIONS, LLC**

By: [Signature]  
Name: DAVID COREY  
Title: CEO

Address of Grantor:

c/o Solicore, Inc.  
2700 Interstate Drive  
Lakeland, FL 33805

Attn:

**POWERED MEDIA TECHNOLOGIES, LLC**

By: [Signature]  
Name: DAVID COREY  
Title: CEO

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**

By: [Signature]  
Title: SENIOR VICE PRESIDENT

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

**EXHIBIT B****Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
POWERED PRINT ADVERTISEMENTS, PRODUCT PACKAGING, AND TRADING CARDS	20080109309	05/08/2008
POWERED AUTHENTICATING CARDS	20080105751	05/08/2008
BATTERY TAB AND PACKAGING FRAME DESIGN	20090286150	11/19/2009
POLYIMIDE BATTERY	5888672	03/30/1999
POLYIMIDE-BASED LITHIUMION BATTERY	6451480	09/17/2002
CARD WITH EMBEDDED IC AND ELECTROCHEMICAL CELL	6936377	08/30/2005
POLYIMIDE MATRIX ELECTROLYTE AND IMPROVED BATTERIES THEREFROM	7129005	10/31/2006
POLYIMIDE MATRIX ELECTROLYTE	7198870	04/03/2007
POLYIMIDE-BASED LITHIUM METAL BATTERY	7390336	06/24/2008
POLYIMIDE-BASED LITHIUM METAL BATTERY	7824808	11/02/2010
CARD CONFIGURED TO RECEIVE SEPARATE BATTERY	7967214	06/28/2011
LITHIUM INKS AND ELECTRODES AND BATTERIES MADE THEREFROM	7968233	06/28/2011
METHOD OF FORMING A CARD WITH EMBEDDED IC AND ELECTROCHEMICAL CELL	8088243	01/03/2012
MAILING APPARATUS FOR POWERED CARDS	8181879	05/22/2012
PORTABLE CHARGER, INCLUDING PORTABLE SLEEVE, FOR AN ELECTRONICALLY READABLE CARD	20050263596	12/01/2005
IMPROVED BATTERY TAB AND PACKAGING FRAME DESIGN	20060147792	07/06/2006
LITHIUM INKS AND ELECTRODES AND BATTERIES MADE THEREFROM	20110256440	10/20/2011
ILLUMINATED POWERED DEVICES SUCH AS CARDS AND METHODS OF USE	20120117834	05/17/2012
POWERED AUTHENTICATING CARDS	20120145783	06/14/2012

**EXHIBIT C**

**Trademarks**

<b>Description</b>	<b>Registration/Serial Number</b>	<b>Registration/Application Date</b>
SOLICORE	2962584	06/14/2005
FLEXION	2846060	05/25/2004
DIFFERENT DOWN TO THE CORE	3022492	12/06/2005
SOLICORE	3203246	01/30/2011
<i>MARK</i>	85369121	07/12/2011