

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3D ROBOTICS, INC.		05/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	P.C.H. INTERNATIONAL		
Street Address:	HERITAGE BUSINESS PARK		
Internal Address:	MAHON INDUSTRIAL ESTATE		
City:	CORK		
State/Country:	IRELAND		
Postal Code:	T12 P1HX		
Entity Type:	Corporation: IRELAND		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86380196	SOLO	
Serial Number:	86682287	3DR	
Serial Number:	86682285	3DR	
Serial Number:	86682282	3DR	
Serial Number:	86564669	3DR	
Serial Number:	86564655	3D ROBOTICS	
Serial Number:	86909192	ARDUPILOT	
Serial Number:	86861302	MADE FOR SOLO	
Serial Number:	86876035	SITE SCAN	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlplawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		

OP \$240.00 86380196

DOMESTIC REPRESENTATIVE

Name: DAVID C. LEE
Address Line 1: VLP Law Group LLP
Address Line 2: 478 KNOLL DR.
Address Line 4: LOS ALTOS, CALIFORNIA 94024

NAME OF SUBMITTER: Diana Sanchez Bentz

SIGNATURE: /dsb1068/

DATE SIGNED: 05/23/2016

Total Attachments: 9

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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AGREEMENT DATED AS OF MAY 21, 2016, BY AND BETWEEN PCH INTERNATIONAL AND SILICON VALLEY BANK.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 21, 2016, by and between P.C.H. INTERNATIONAL, a company organized under the laws of Ireland (“Lender”) and 3D ROBOTICS, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Loan Agreement by and between Lender and Grantor dated as of May 21, 2016 (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) and (ii) that certain Convertible Note by and between Lender and Grantor dated as of May 21, 2016 (the “Convertible Note”) issued pursuant to that certain Note Purchase Agreement by and between Lender and Grantor dated as of May 21, 2016 (the “Purchase Agreement”, together with the Loan Agreement and the Convertible Note, the “Principal Loan Documents”). Lender is willing to make the Loans and enter into the Principal Loan Documents to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Principal Loan Documents.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Lender 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 Principal Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Principal Loan Documents and the other Secured Obligations (as defined in the Security Agreement), Grantor grants and pledges to Lender 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 or 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 registered 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 registered trademarks and trademark applications 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 Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Principal Loan Documents, which are hereby incorporated by reference. The provisions of the Principal Loan Documents shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Principal Loan Documents and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.

7. 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).

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:

3D ROBOTICS, INC.


By: Gregory Christopher Anderson

Title: Chief Executive Officer

LENDER:

P.C.H. INTERNATIONAL

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

3D ROBOTICS, INC.

By: _____
Title: _____

LENDER:

P.C.H. INTERNATIONAL

Joe Sheehan

By: Joe Sheehan
Title: Finance Director-Group

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR CONTROLLING PILOTLESS AIRCRAFT	62/142,921	4/3/2015
GIMBAL WEIGHTS FOR AERIAL VEHICLE GIMBAL	62/205,576	8/14/2015
DATA COMMUNICATION AND OBJECT LOCALIZATION USING INDUCTIVE COUPLING	61/254,324	10/23/2009
DATA COMMUNICATION AND OBJECT LOCALIZATION USING INDUCTIVE COUPLING	8,401,475	3/19/2013
DATA COMMUNICATION AND OBJECT LOCALIZATION USING INDUCTIVE COUPLING	8,611,817	12/17/2013
MEMS SENSOR STRUCTURE AND MICROFABRICATION PROCESS THEREFOR	6,428,713	8/6/2002
METHOD AND SYSTEM FOR THE REAL TIME SALE OF SENSOR DATA	7,260,542	8/21/2007
REMOTE CONTROL DEVICE FOR PILOTLESS AIRCRAFT	29/516,794	2/5/2015
PILOTLESS AIRCRAFT	29/516,796	2/5/2015
INTERACTIVE PLAY AND LEARNING SYSTEM	D635,190	3/29/2011
MANIPULABLE CUBES BASE STATION	D691,656	10/15/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SOLO	86380196	8/28/14
3DR	86682287	7/2/15
3DR	86682285	7/2/15
3DR	86682282	7/2/15
3DR	86564669	3/16/15
3D ROBOTICS	86564655	3/16/15
ARDUPILOT	86909192	2/16/2016
MADE FOR SOLO	86861302	12/30/2015
SITE SCAN	86876035	1/14/2016

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None