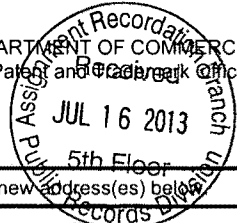


07/16/2013

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

MD 07-16-13



103660304

To the Director of the U. S. Patent and Trademark Office

Transmit this document to the new address(es) below

1. Name of conveying party(ies):

IOLO TECHNOLOGIES, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - State: CA
- Association
- Limited Partnership

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) May 30, 2013

- 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: East West Bank

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: California

Country: USA Zip: 91731

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship California
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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) Text

85821026

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):

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

Name: Henry Jiang

Internal Address: Loan Documentation

Loan No. 34800164 & 34800165

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: California Zip: 91731

Phone Number: 626-371-8666

Docket Number: \_\_\_\_\_

Email Address: henry.jiang@eastwestbank.com

6. Total number of applications and registrations involved:

39

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$990

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account No. 85821026 KNGUYEN1 00000011 85821026

Authorized User Name \_\_\_\_\_

02 FC:8522

48.00 OP

950.00 OP

9. Signature:

HENRY JIANG

Signature

Name of Person Signing

7/9/13  
Date

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

13

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

Continuation page for additional sheet  
**IOLO TECHNOLOGIES, LLC**  
Loan No. 34800164 & 34800165

	<b>Trademark Application No.</b>	<b>Registration No.</b>
2.	85556012	
3.	85852993	
4.	85196504	
5.	85626807	4230189
6.	85434191	4146564
7.	85433985	4110517
8.	85433949	4130030
9.	85196574	4032783
10.	78666367	3191652
11.	78666337	3209729
12.	78666393	3129248
13.	78633564	3137246
14.	78913751	3413361
15.	78911693	3413357
16.	78745763	3450997
17.	77805583	3877849
18.	77783398	3832927
19.	77668089	3842440
20.	77602131	3630992
21.	77602123	3634635
22.	77602090	3630988
23.	77003580	3294534
24.	77438975	3520469
25.	77238036	3538065
26.	77236932	3632125
27.	77236923	3544459
28.	77236915	3544458
29.	77236904	3544457
30.	77041898	3445804
31.	77041892	3431954
32.	77003691	3291410
33.	76426514	2711247
34.	76426199	2767993
35.	76194378	2515068
36.	76472267	2807366
37.	76201659	2549694
38.	76194377	2549676
39.	76194375	2510042

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of May 30, 2013, is entered into by and between EAST WEST BANK, a California banking corporation ("Secured Party"), and IOLO TECHNOLOGIES, LLC, a California limited liability company ("Grantor"), with reference to the following facts:

### RECITALS

A. Secured Party and Grantor are parties to a Loan and Security Agreement dated as of the date of this Agreement (the "Loan Agreement"; capitalized terms used herein without definition shall have the respective meanings specified for such terms in the Loan Agreement).

B. Pursuant to the Loan Agreement, Secured Party will make loans and other Credit Extensions to Grantor.

C. It is a condition precedent to the effectiveness of the Loan Agreement that Grantor enter into this Agreement with Secured Party and hereby grant Secured Party a security interest in and Lien on all of Grantor's intellectual property as set forth below.

NOW, THEREFORE, to induce Secured Party to enter into the Loan Agreement and to provide Grantor the loans and other Credit Extensions contemplated thereunder, Grantor hereby agrees as follows:

I. Grant of Security Interest. To secure the timely payment and performance of its obligations to Secured Party under the Loan Agreement, Grantor hereby grants and pledges to Secured Party a security interest in and lien on all of Grantor's right, title and interest in, to and under its intellectual property (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

(a) All present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, Mask Works, computer programs and other rights subject to United States copyright protection listed in Exhibit A attached hereto (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. Section 106 and any exclusive rights which may in the future arise by act of Congress or otherwise), and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present and future infringements of the Registered Copyrights, and all computer programs and tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(b) All present and future copyrights, Mask Works, computer programs and other rights subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (collectively, the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present and future infringements of the

Unregistered Copyrights, and all computer programs and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (c) All present and future license agreements with respect to the Copyrights;
- (d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with, or relating to the Copyrights;
- (e) All trade secrets;
- (f) All intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (g) All design rights available to Grantor now or hereafter existing, created, acquired or held;
- (h) All patents, patent applications and similar protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (i) All trademark and servicemark rights, whether registered or not, applications to register (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) 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 set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (j) 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");
- (k) All claims for damages by way of past, present and future infringements of any of the rights included above, along with the right, but not the obligation, to sue for and collect such damages for such infringement;
- (l) 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 licenses or rights;
- (m) All amendments, extensions and renewals of any of the Copyrights, Trademarks, Patents or Mask Works; and
- (n) All proceeds of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

provided, however, that the Intellectual Property Collateral shall not include the following (collectively, "Excluded Intellectual Property"):

(a) assets owned by Grantor on the date hereof or hereafter acquired that are subject to a Lien of the type described in clause (c) of the definition of "Permitted Lien" in the Loan Agreement if and to the extent that the contract or other agreement pursuant to which such Lien is granted (or the documentation relating thereto) validly prohibits the creation of any other Lien on such asset;

(b) any intellectual property to the extent that the attachment of the security interest of this Agreement thereto, or any assignment thereof, would result in the forfeiture, cancellation, invalidation, unenforceability, or other loss of Grantor's rights in such property including, without limitation, any license pursuant to which Grantor is licensee under terms which prohibit the granting of a security interest or under which granting such an interest would give rise to a breach or default by Grantor, and any trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor's "intent-to-use" such Trademark;

(c) any rights of Grantor arising under any contract, lease, instrument, license or other document or any intellectual property subject thereto to the extent that and only for so long as the grant of a security interest therein would (x) constitute a violation of a valid and enforceable restriction in respect of, or result in the abandonment, invalidation or unenforceability of any right, title and interest of Grantor in, such rights in favor of a third party or under any law, regulation, permit, order or decree of any governmental authority, or (y) result in a breach, termination, or default under any such contract, lease, instrument, license or other document, or expressly give any other party in respect of any such contract, lease, instrument, license or other document or any intellectual property subject thereto, the right to terminate its obligations thereunder, provided, however, that the limitation set forth in this clause (b) shall not affect, limit, restrict or impair the grant by Grantor of a security interest pursuant to this Agreement in any such Collateral to the extent that an otherwise applicable prohibition or restriction on such grant is rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code of any relevant jurisdiction and provided, further, that, at such time as the condition causing the conditions in subclauses (x) and (y) of this clause (b) shall be remedied, whether by contract, change of law or otherwise, the intellectual property shall immediately cease to be Excluded Intellectual Property, and any security interest that would otherwise be granted herein shall attach immediately to such intellectual property, or to the extent severable, to any portion thereof that does not result in any of the conditions in subclauses (x) or (y) above;

(d) any intellectual property to the extent and for so long as the pledge of such assets is prohibited by law and such prohibition is not overridden by the Uniform Commercial Code or other applicable law;

(e) 35% of the equity interests in any "controlled foreign corporation," as defined in Section 957 of the IRC;

(f) the equity interests in any Subsidiary all or substantially all of the assets of which consist of equity interests in "controlled foreign corporations," as defined in Section 957 of the IRC; and

(g) any intellectual property with respect to which Secured Party and Grantor have determined in writing that the costs of providing a security interest in such intellectual property is excessive in relation to the practical benefits to be obtained by the Secured Party.

2. Recordation. Grantor authorizes and requests 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 Secured Party.

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

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in separate 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.

5. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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).

*[Rest of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

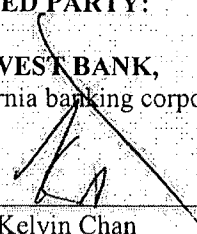
**GRANTOR:**

**IOLO TECHNOLOGIES, LLC,**  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY:**

**EAST WEST BANK,**  
a California banking corporation

By:  \_\_\_\_\_  
Name: Kelvin Chan  
Title: Managing Director

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

**GRANTOR:**

**IOLO TECHNOLOGIES, LLC,**  
a California limited liability company

By:   
Name: David Housley  
Title: CEO

**SECURED PARTY:**

**EAST WEST BANK,**  
a California banking corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
Search and recover 3	TX0006251210	11/16/2005
System mechanic 6	TX0006251212	11/16/2005
System mechanic 6 professional	TX0006251211	11/16/2005
System Mechanic 3	TX0005648864	10/21/2002
System Mechanic 6 mobile toolkit	TX0006315776	11/6/2006
Tools	VA0001172625	10/21/2002

Exhibit A

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Application/Registration Number</b>	<b>Application/Registration Date</b>
System and method for performance monitoring and repair of computers	US 7,873,877 B2	1/18/2011
System and method for efficient data storage	12/806,617	8/17/2010
Resource allocation prioritization based on knowledge of user intent and process independence	13/178,444	7/7/2011
Determination of idle state in a computer System	13/683,978	11/21/2012
Managing mobile application resource consumption	13/783,769	3/4/2013
Predicted Software Usage Duration	13/524,294	6/15/2012
Device-specific Secure Licensing	13/524,297	6/15/2012
Endpoint performance snapshot	61/756,618	1/25/2013

Exhibit B

EXHIBIT C

Trademarks

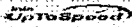





Mark	Serial Number	Registration Number	Filing/Registration Date
UPTOSPEED	85/821,026		1/11/2013
WINSPRESSO	85/556,012		2/29/2012
ACCELEWRITE	85/852,993		2/18/2013
TRUESPEED	85/196,504		12/13/2010
	85/626,807	4,230,189	10/23/2012
	85/434,191	4,146,564	5/22/2012
PROGRAM ACCELERATOR	85/433,985	4,110,517	3/6/2012
WHOLE HOME LICENSE	85/433,949	4,130,030	4/17/2012
CRUDD REMOVER	85/196,574	4,032,783	9/27/2011
NETBOOSTER	78/666,367	3,191,652	1/2/2007
STRONGSCAN	78/666,337	3,209,729	2/13/2007
SYSTEM MECHANIC PROFESSIONAL	78/666,393	3,129,248	8/15/2006
	78/633,564	3,137,246	8/29/2006
SMARTSCAN	78/913,751	3,413,361	4/15/2008
INTELLIDEFENSE	78/911,693	3,413,357	4/15/2008
	78/745,763	3,450,997	6/17/2008
	77/805,583	3,877,849	11/16/2010
ENERGYBOOSTER	77/783,398	3,832,927	8/10/2010
STAY TUNED	77/668,089	3,842,440	8/31/2010
SYSTEMGUARD	77/602,131	3,630,992	6/2/2009
	77/602,123	3,634,635	6/9/2009
INTELLISTATUS	77/602,090	3,630,988	6/2/2009

Exhibit C







Mark	Serial Number	Registration Number	Filing/Registration Date
IOLO ANTIVIRUS	77/003,580	3,294,534	9/18/2007
	77/438,975	3,520,469	10/21/2008
	77/238,036	3,538,065	11/25/2008
TOTALCARE	77/236,932	3,632,125	6/2/2009
PC TOTALCARE	77/236,923	3,544,459	12/9/2008
	77/236,915	3,544,458	12/9/2008
MEMORY MECHANIC	77/236,904	3,544,457	12/9/2008
	77/041,898	3,445,804	6/10/2008
	77/041,892	3,431,954	5/20/2008
IOLO PERSONAL FIREWALL	77/003,691	3,291,410	9/11/2007
INCINERATOR	76/426,514	2,711,247	4/29/2003
SYSTEM SHIELD	76/426,199	2,767,993	9/23/2003
SYSTEM MECHANIC	76/194,378	2,515,068	12/4/2001
DRIVESCUBBER	76/472,267	2,807,366	1/20/2004
IOLO	76/201,659	2,549,694	3/19/2002
	76/194,377	2,549,676	3/19/2002
MACRO MAGIC	76/194,375	2,510,042	11/20/2001

Exhibit C

EXHIBIT D

Mask Works

None.

Exhibit D