

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

LOC-AID Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship _____

(see guidelines)

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s) March 12, 2008

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: H.I.G. VENTURE PARTNERS II, L.P.

Internal Address: _____

Street Address: 1001 Brickell Bay Drive, 27th Floor

City: Miami

State: Florida

Country: United States of America Zip: 33131

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship US

Corporation Citizenship _____

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)
78/846,852

B. Trademark Registration No.(s)
2,705,081

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Application number(s): [78/846,852] Registration number(s): [2,705,081] LOC-AID

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

Name: Howard M. Gitten
EDWARDS ANGELL PALMER & DODGE LLP

Internal Address: Atty. Dkt.: 0001(53834)

Street P.O. Box 55874
Address: _____

City: Boston State: MA Zip: 02205

Phone Number: (954) 667-6130

Fax Number: (888) 325-9504

Email Address: HGitten@eapdlaw.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 04-1105
Authorized User Name Howard M. Gitten

9. Signature: *Howard M. Gitten*

Signature

March 27, 2008

Date

Howard M. Gitten
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

CH \$65.00 041105 78846852

Form PTO-1594 **RECORDATION FORM COVER SHEET (continued)**

Additional Conveying Party(ies)/Execution Date(s) (1. Continued):

Additional Receiving Parties (2. Continued):

Assignee Name: H.I.G. VENTURES – LOC-AID, INC.
 Internal Address:
 Street Address: 1001 Brickell Bay Drive, 27th Floor

City: Miami State: Florida Country: United States of America Zip: 33131

Assignee Name: INTERSOUTH PARTNERS VI, L.P.
 Internal Address:
 Street Address: 406 Blackwell Street, Suite 200

City: Durham State: North Carolina Country: United States of America Zip: 27701

Additional Applications and/or Registration Numbers (4. Continued)

4A continued – Additional Application Number(s):	4B continued – Additional Registration Number(s):
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4C continued - Identification or Description of Trademark(s) (and Filing Date if Application or Reg. No. is unknown):

Additional numbers attached? Yes No

TRADEMARK SECURITY AGREEMENT dated as of March 12, 2008 (this "*Agreement*"), among LOC-AID Technologies, Inc., a Delaware corporation (the "*Company*"), and the parties listed under the caption "*Secured Parties*" on the signature pages hereto (each a "*Secured Party*" and, collectively, the "*Secured Parties*").

Pursuant to Convertible Promissory Notes in the aggregate principal amount of \$2,000,000, dated the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "*Secured Notes*") issued by the Company in favor of the Secured Parties, the Secured Parties have agreed to advance \$2,000,000 to the Company.

In order to secure the full and punctual payment of the secured obligations in accordance with the terms under the Secured Notes and to secure the performance of the obligations of the Company thereunder (collectively, the "*Secured Obligations*"), the Company is required to execute and deliver this Agreement and to grant to the Secured Parties a continuing security interest in and to all of the Trademark Collateral (as defined below).

The Company has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make the loan to the Company pursuant to the Secured Notes, the parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Secured Notes.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Company does hereby mortgage, pledge and assign to the Secured Parties, and grant to the Secured Parties, a continuing security interest in, all of the following property (the "*Trademark Collateral*"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, design marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "*Trademark*"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including, without limitation, those referred to in Attachment 1 hereto;

- (b) all Trademark licenses;
- (c) all extensions or renewals of any of the items described in clause (a) above;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (c) above; and
- (e) all proceeds of, and rights associated with, the foregoing, including any, claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Company in the Trademark Collateral with the United States Patent and Trademark Office and corresponding trademark offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Secured Notes and the Security Agreement dated as of the date hereof by and among the Company and the Secured Parties. The Secured Notes (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Notes.

Section 4. Release of Security Interest. Upon payment in full, or conversion of, all Secured Obligations and the termination of all obligations under the Secured Notes, the Secured Parties shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Secured Notes, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOC-AID TECHNOLOGIES, INC.

By: _____
Name: *ISAIAH SUJET*
Title: *CEO*

SECURED PARTIES:

H.I.G. VENTURE PARTNERS II, L.P.

By: H.I.G. Venture Advisors II, L.L.C.,
General Partner

By: H.I.G.-GPII, Inc.,
Manager

By: _____
Name:
Title:
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

H.I.G. VENTURES - LOC-AID, INC.

By: _____
Name:
Title:
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LOC-AID TECHNOLOGIES, INC.


By: _____
Name:
Title:

SECURED PARTIES:

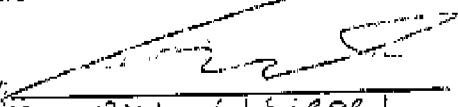
H.I.G. VENTURE PARTNERS II, L.P.

By: H.I.G. Venture Advisors II, L.L.C.,
General Partner

By: H.I.G.-GPII, Inc.,
Manager

By: 
Name: Richard Siegel
Title: Authorized Signatory
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

H.I.G. VENTURES - LOC-AID, INC.

By: 
Name: Richard Siegel
Title: Authorized Signatory
Address: 1001 Brickell Bay Drive, 27th Floor
Miami, Florida 33131

[Signature page to Trademark Security Agreement]

INTERSOUTH PARTNERS VI, L.P.

**By: Intersouth Associates VI, LLC,
General Partner**

By: 

Name: John J. Glushik

**Title: Member, acting pursuant to Power of
Attorney**

**Address: 406 Blackwell Street, Suite 200
Durham, N.C. 27701**

[Signature page to Trademark Security Agreement]

ATTACHMENT I

The Company has filed the following trademarks applications:

- a. Mark: LOC-AID
Registration #: 2,705,081
Registration Date: April 8, 2003
Status: Registered
- b. Mark: GEO-FAM
Application #: 78/846,852
Status: Pending
- c. Mark: LOC-AID People
Application #: N/A
Status:
- d. Mark: LOC-AID Xchange
Application #: N/A
Status:
- e. Mark: LOC-AID Love
Application #: N/A
Status:
- f. Mark: LOC-AID Treasure
Application #: N/A
Status:

PTO/SB/97 (09-04)

Approved for use through 07/31/2006. OMB 0651-0031

U. S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

Application No. (if known): Not Yet Assigned

Attorney Docket No.: 0001(53834)

Certificate of Transmission under 37 CFR 1.8

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office.

on March 27, 2008
Date



Signature

Pamela bailey

Typed or printed name of person signing Certificate

Registration Number, if applicable

(954) 667-6150
Telephone Number

Note: Each paper must have its own certificate of transmission, or this certificate must identify each submitted paper.

- Recordation Form Cover Sheet (2 pages)
- Trademark Security Agreement (6 pages)
- Certificate of Transmission (1 page)

FAX TRANSMISSION**DATE:** March 27, 2008**PTO IDENTIFIER:** Recordation Form
Cover Sheet**Inventor:** LOC-AID Technologies, Inc.**MESSAGE TO:** USPTO PTAS System**FAX NUMBER:** (571) 273-0140**FROM:** EDWARDS ANGELL PALMER & DODGE LLP

Howard M. Gitten

PHONE: (954) 667-6130**Attorney Dkt. #:** 0005(53834)**PAGES (Including Cover Sheet):** 10**CONTENTS:** Recordation Form Cover Sheet (2 pages)
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Certificate of Transmission (1 page)

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EDWARDS ANGELL PALMER & DODGE LLP

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