

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Znode, Inc.		07/23/2009	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Department of Development of the State of Ohio		
Street Address:	77 South High Street, 28th Floor		
Internal Address:	P.O. Box 1001		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43216		
Entity Type:	STATE AGENCY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77637553	ZNODE	
CORRESPONDENCE DATA			
Fax Number:	(216)621-3415		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2166217860		
Email:	tbelden@cdf.com		
Correspondent Name:	Thomas G. Belden		
Address Line 1:	1300 East Ninth Street, 20th Floor		
Address Line 2:	Cavitch, Familo & Durkin		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Brendan Conway		
Signature:	/Brendan Conway/		
Date:	08/17/2009		

OP \$40.00 77637553

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is effective as of July 30, 2009, by and between ZNODE, INC., an Ohio corporation located at 655 Metro Place South, Suite 600, Dublin, Ohio 43017 ("Assignor"), and DEPARTMENT OF DEVELOPMENT OF THE STATE OF OHIO, FOR AND ON BEHALF OF THE STATE OF OHIO located at 77 South High Street, 28th Floor, P.O. Box 1001, Columbus, Ohio 43216 ("Assignee").

WHEREAS, Assignor is the owner of Assignor's trademark that is identified by trademark registration application number 77/637,553, as well as the owner of federal and common law rights associated therewith (collectively, the "Trademark"); and

WHEREAS, pursuant to the Security Agreement dated July 30, 2009 by and between Assignor and Assignee, Assignor has agreed to assign to Assignee, and Assignee has agreed to accept from Assignor, a security interest in the Trademark; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby unconditionally and irrevocably assign, transfer and convey to Assignee, its successors and assigns, and Assignee hereby accepts, all rights, title, and interest in and to in the Trademark, together with the goodwill of the business symbolized thereby and with all claims for damages by reason of infringement of the trademark and/or Trademark, including the right to sue in its own name and to collect said damages for its own use.

This assignment is made pursuant to the Security Agreement dated July 30, 2009 entered into between the Assignor and Assignee for the purpose of securing the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, of that certain Cognovit Promissory Note dated July 30, 2009, made by Assignor, payable to the order of Assignee in the aggregate principal amount of \$1,200,000.00 together with any modifications, extension, and amendments thereof. Upon payment in full, as determined by Assignee, to Assignee in good and sufficient funds satisfactory in all respects to Assignee of all amounts due under the aforesaid Security Agreement, Cognovit Promissory Note, and all other documents executed in connection therewith, Assignee shall cancel this Assignment.

WHEREFORE, the parties hereto have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:
ZNODE, INC.

By: Vishwanathan
Name and Title: VISH VISHWANATHAN, CEO

ASSIGNEE:
DEPARTMENT OF DEVELOPMENT OF
THE STATE OF OHIO

By: Candace M. Jones
Name and Title: Candace M. Jones
Chief Legal Counsel and Ethics Officer

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

BEFORE ME, a notary public in and for said County and State, personally appeared Znode, Inc., an Ohio corporation, by VISH VISHWANATHAN, its CEO, who acknowledged that they did sign the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized, and that the same is their free act and deed individually and as such officers and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunder set my hand and official seal at DUBLIN, Ohio this 23 day of JULY, 2009

Sheryl L. Bannister
Notary Public



SHERYL L. BANNISTER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02/10/2010