

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name		Formerly	Execution Date
Entity Type			
ENVINCIO, LLC			02/01/2010
		LIMITED LIABILITY COMPANY: NORTH CAROLINA	
RECEIVING PARTY DATA			
Name:		JASPER EQUITY, LLC	
Street Address:		1209 ORANGE STREET	
City:		WILMINGTON	
State/Country:		DELAWARE	
Postal Code:		19801	
Entity Type:		LIMITED LIABILITY COMPANY: DELAWARE	
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77911087	ENVINCIO	
Serial Number:	77911130	ENVINCIO	
CORRESPONDENCE DATA			
Fax Number:		(919)783-1075	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		(919)783-1017	
Email:		estevens@poyners.com	
Correspondent Name:		Eric P. Stevens	
Address Line 1:		301 Fayetteville Street, Suite 1900	
Address Line 4:		Raleigh, NORTH CAROLINA 27601	
NAME OF SUBMITTER:		Eric P. Stevens	
Signature:		/Eric P. Stevens/	
Date:		02/02/2010	

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**TRADEMARK**

**900153760**

**REEL: 004142 FRAME: 0454**

Total Attachments: 4

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**EXHIBIT C**

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 1st day of February, 2010, between ENVINCIO, LLC, a North Carolina limited liability company (“**Debtor**”), and JASPER EQUITY, LLC, a Delaware limited liability company (“**Secured Party**”).

WITNESSETH:

A. Secured Party and Debtor entered into that certain Security Agreement dated February 1, 2010 (the “**Security Agreement**”) to secure the obligations of Debtor under that certain Secured Revolving Promissory Note, dated February 1, 2010, made by Debtor in favor of Secured Party.

B. Pursuant to the Security Agreement, Debtor is required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

**DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

**GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Debtor hereby grants to Secured Party a continuing security interest in all of Debtor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

all of its trademarks and trademark registration applications, including those referred to on Schedule I hereto;

all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

all reissues, continuations or extensions of the foregoing;

all goodwill of the business connected with the use of, and symbolized by, each trademark; and

all products and proceeds of the foregoing, including any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any Intellectual Property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any Intellectual Property license.

**SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Indebtedness, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Indebtedness and would be owed by Debtor to

Secured Party whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Debtor.

SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

AUTHORIZATION TO SUPPLEMENT. If Debtor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 5, Debtor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Debtor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other agreement between Debtor and Secured Party in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other agreement between Debtor and Secured Party clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other agreement between Debtor and Secured Party refer to this Trademark Security Agreement or such other agreement between Debtor and Secured Party, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other agreement between Debtor and Secured Party, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other agreement between Debtor and Secured Party to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other agreement between Debtor and Secured Party to the satisfaction or repayment in full of the Indebtedness shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Indebtedness other than unasserted contingent indemnification Indebtedness. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other agreement between Debtor and Secured Party shall be satisfied by the transmission of a Record (as defined below) and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. "**Record**" means information that is inscribed on a tangible medium or which is stored in an electronic or other medium and is retrievable in perceivable form.

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement to be executed by their duly authorized officers and representatives as of the date first set forth above.

**DEBTOR:**

ENVINCIO, LLC

By: JASPER EQUITY, LLC

Its: Manager

By: *Randall V. Canady*

Name: Randall V. Canady

Title: Manager

**SECURED PARTY:**

JASPER EQUITY, LLC

By: *Randall V. Canady*

Name: Randall V. Canady

Title: Manager

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<i>Country</i>	<i>Mark</i>	<i>Application/ Registration No.</i>	<i>App/Reg Date</i>
United States	Envincio (word mark)	77911087	1/13/2010 (date of application)
United States	Envincio (word and design mark)	77911130	1/13/2010 (date of application)