

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
SIGNix, Inc.		10/02/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	John Tally Johnston III
Street Address:	1427 Woodnymph Trail
Internal Address:	c/o Tad Johnston
City:	Lookout Mountain
State/Country:	GEORGIA
Postal Code:	30750
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	J. Pemberton Guerry
Street Address:	7 Close Family Road
City:	Signal Mountain
State/Country:	TENNESSEE
Postal Code:	37377
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Paul Neely
Street Address:	P.O. Box 11526
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37601
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	John C. Maggart
Street Address:	512 Neilwood Drive
City:	Nashville
State/Country:	TENNESSEE

CH \$40.00 2982159

Postal Code:	37205
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Chris Maclellan
Street Address:	820 Broad Street
Internal Address:	Suite 300
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Scott L. Probasco TUA
Street Address:	P.O. Box 1638
Internal Address:	Mail Code 0310 (c/o Bart Rolon)
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37401
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Z. Cartter Patten, III, Trustee, Patten and Patten Inc. Profit Sharing Plan 1/1/1982 fbo W.A. Bryan Patten
Street Address:	520 Lookout Street
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37403
Entity Type:	TRUSTEE: UNITED STATES

Name:	First Tennessee Bank NA and Thomas H. McCallie III co-Trustees under Agreement with Hugh O. Maclellan FBO Catherine Maclellan Heald dtd 5/29/1970
Street Address:	701 Market Street, 3rd Floor
Internal Address:	Attn: Teresa Hicks
City:	Chattanooga
State/Country:	TENNESSEE
Postal Code:	37402
Entity Type:	TRUSTEE: UNITED STATES

Name:	Frank Keener
Street Address:	1114 Lake Vista
City:	Palm Desert
State/Country:	CALIFORNIA
Postal Code:	92260

Entity Type: INDIVIDUAL: UNITED STATES

Name:	Crawford M. Sites Jr.
Street Address:	3372 Rilman Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Neill Griffin Sites
Street Address:	3372 Rilman Road
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30327
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2982159	SIGNIX

CORRESPONDENCE DATA

Fax Number: (423)785-8480
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4237566600
Email: djohnson@millermartin.com
Correspondent Name: Douglas T. Johnson
Address Line 1: 832 Georgia Avenue
Address Line 2: Suite 1000 Volunteer Building
Address Line 4: Chattanooga, TENNESSEE 37402-2289

ATTORNEY DOCKET NUMBER:	23063-0001
NAME OF SUBMITTER:	Douglas T. Johnson
Signature:	/Douglas T. Johnson/
Date:	05/13/2010

Total Attachments: 7
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SIGNiX, INC.

TERM NOTE SECURITY AGREEMENT

To: John Tally Johnston, III, J. Pemberton Guerry, Paul Neely, John C. Maggart, Chris Maclellan, Scott L. Probasco TUA, Z. Cartter Patten, III, as Trustee for Patten and Patten, Inc. Profit Sharing Plan, January 1, 1982 FBO W.A. Bryan Patten, First Tennessee Bank, NA and Thomas H. McCallie, III as Co-Trustees Under Agreement with Hugh O. Maclellan for the benefit of Catherine Maclellan Heald dtd May 28, 1970, Frank Keener, Crawford M. Sites, Jr., and Neill Griffin Sites (collectively the "Purchasers")

Date: October 2, 2009

To Whom It May Concern:

1. To secure the payment of all Obligations (as hereafter defined), SIGNiX, Inc., a Delaware corporation (the "Company"), and each other entity that is required to enter into this Term Note Security Agreement (each an "Assignor" and, collectively, the "Assignors") hereby assign and grant to the Purchaser (as defined in the Securities Purchase Agreement of the same date as this agreement), as well as any other Purchaser holding Term Notes in face amounts not to exceed, in the aggregate, the Total Investment Amount, a pari passu continuing security interest in all of the following property now owned or at any time hereafter acquired by any Assignor, or in which any Assignor now has or at any time in the future may acquire any right, title or interest (the "Collateral"): all cash, cash equivalents, accounts, accounts receivable, deposit accounts, inventory, equipment, goods, documents, instruments (including, without limitation, promissory notes), contract rights, general intangibles (including, without limitation, payment intangibles and an absolute right to license on terms no less favorable than those currently in effect among Assignors), chattel paper, supporting obligations, investment property (including, without limitation, all equity interests owned by any Assignor), letter-of-credit rights, trademarks, trademark applications, tradestyles, patents, patent applications, copyrights, copyright applications and other intellectual property in which any Assignor now has or hereafter may acquire any right, title or interest, all proceeds and products thereof (including, without limitation, proceeds of insurance) and all additions, accessions and substitutions thereto or therefore. In the event any Assignor wishes to finance the acquisition in the ordinary course of business of any hereafter acquired equipment and has obtained a commitment from a financing source to finance such equipment from an unrelated third party, the Purchaser agree to release their security interest on such hereafter acquired equipment so financed by such third party financing source. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning provided such terms in the Securities Purchase Agreement referred to below.

2. The term "Obligations" as used herein shall mean and include all debts, liabilities and obligations owing by Assignor to the Purchaser arising under, out of, or in connection with: (i) that certain Securities Purchase Agreement dated as of the date hereof by and between the Company and Purchaser (the "Securities Purchase Agreement") and (ii) the Related Agreements referred to in the Securities Purchase Agreement, (the Securities Purchase Agreement and each Related Agreement, as each may be amended, modified, restated or supplemented from time to time, are collectively referred to herein as the "Documents"), and in connection with any documents, instruments or agreements relating to or executed in connection with the Documents or any documents, instruments or agreements referred to therein or otherwise, and in connection with any other indebtedness, obligations or liabilities of any Assignor to the Purchaser, whether now existing or hereafter arising, direct or indirect, liquidated or unliquidated, absolute or contingent, due or not due and whether under, pursuant to or evidenced by a note, agreement,

guaranty, instrument or otherwise, in each case, irrespective of the genuineness, validity, regularity or enforceability of such Obligations, or of any instrument evidencing any of the Obligations or of any collateral therefor or of the existence or extent of such collateral, and irrespective of the allowability, allowance or disallowance of any or all of the Obligations in any case commenced by or against any Assignor under Title 11, United States Code, including, without limitation, obligations or indebtedness of Assignor for post-petition interest, fees, costs and charges that would have accrued or been added to the Obligations but for the commencement of such case.

3. Each Assignor hereby severally represents, warrants and covenants to Purchaser that:

(a) it is a corporation, validly existing, in good standing and organized under the respective laws of its jurisdiction of organization as set forth on Schedule A hereto, and Assignor will provide the Purchaser thirty (30) days' prior written notice of any change in its jurisdiction of organization;

(b) its legal name is as set forth in its respective Certificate of Incorporation or other organizational document (as applicable) as amended through the date hereof, and it will provide the Purchaser thirty (30) days' prior written notice of any change in its legal name;

(c) it will provide the Purchaser thirty (30) days' prior written notice of any change in its organizational identification number;

(d) it is the lawful owner of the respective Collateral and it has the sole right to grant a security interest therein and will defend the Collateral against all claims and demands of all persons and entities;

(e) it will, at its and the other Assignors' joint and several cost and expense, keep the Collateral in a good state of repair (ordinary wear and tear excepted) and will not waste or destroy the same or any part thereof other than ordinary course discarding of items no longer used or useful in its or such other Assignors' business;

(f) it will insure or cause the Collateral to be insured against loss or damage by fire, theft, burglary, pilferage, loss in transit and such other hazards, in amounts and under policies by insurers acceptable to the Purchaser and all premiums thereon shall be paid by such Assignor and the policies delivered to the Purchaser. If any such Assignor fails to do so, the Purchaser may procure such insurance and the cost thereof shall be promptly reimbursed by the Assignors, jointly and severally, and shall constitute Obligations; and

(g) it will at all reasonable times allow the Purchaser or the Purchaser's representatives free access to and the right of inspection of the Collateral.

4. The occurrence of any of the following events or conditions shall constitute an "Event of Default" under this Term Note Security Agreement:

(a) any covenant, warranty, representation or statement made or furnished to Purchaser by any Assignor or on any Assignor's behalf was breached in any material respect or false in any material respect when made or furnished, as the case may be, and, in the case of a covenant, if subject to cure, shall not be cured for a period of fifteen (15) days;

(b) the loss, theft, substantial damage, destruction, sale or encumbrance to or of any material portion of the Collateral or the making of any levy, seizure or attachment thereof or thereon except to the extent:

(i) such loss is covered by insurance proceeds which are used to replace the item or repay Purchaser; or

(ii) said levy, seizure or attachment does not secure indebtedness in excess of \$100,000 and such levy, seizure or attachment has been removed or otherwise released within **ten (10)** days of the creation or the assertion thereof;

(c) Assignor shall become insolvent, cease operations, dissolve, terminate its business existence, make an assignment for the benefit of creditors, or suffer the appointment of a receiver, trustee, liquidator or custodian of all or any part of Assignor's property;

(d) any proceedings under any bankruptcy or insolvency law shall be commenced by or against Assignor that is not dismissed within **thirty (30)** days;

(e) the Company shall repudiate, purport to revoke or fail to perform any or all of its obligations under any Note (after passage of applicable cure periods, if any); or

(f) an Event of Default shall have occurred under and as defined in any Document.

5. Upon the occurrence of any Event of Default and at any time thereafter, the Purchaser may declare all Obligations immediately due and payable and the Purchaser shall have the remedies of a secured party provided in the Uniform Commercial Code as in effect in the State of Tennessee, this Agreement and other applicable law. Upon the occurrence of any Event of Default and at any time thereafter, the Purchaser will have the right to take possession of the Collateral and to maintain such possession on any Assignor's premises or to remove the Collateral or any part thereof to such other premises as the Purchaser may desire. Upon the Purchaser's request, each of the Assignors shall assemble or cause the Collateral to be assembled and make it available to the Purchaser at a place designated by the Purchaser. If any notification of intended disposition of any Collateral is required by law, such notification, if mailed, shall be deemed properly and reasonably given if mailed at least ten (10) days before such disposition, postage prepaid, addressed to any Assignor either at such Assignor's address shown herein or at any address appearing on the Purchaser's records for such Assignor. Any proceeds of any disposition of any of the Collateral shall be applied by the Purchaser to the payment of all expenses in connection with the sale of the Collateral, including reasonable attorneys' fees and other legal expenses and disbursements and the reasonable expense of retaking, holding, preparing for sale, selling, and the like, and any balance of such proceeds may be applied by the

Purchaser toward the payment of the Obligations in such order of application as the Purchaser may elect, and Assignor shall be liable for any deficiency. For the avoidance of doubt, following the occurrence and during the continuance of an Event of Default, the Purchaser shall have the immediate right to withdraw any and all monies contained in any deposit accounts in the name of the Assignor and controlled by the Purchaser and apply the same to the repayment of the Obligations (in such order of application as the Purchaser may elect).

6. If Assignor defaults in the performance or fulfillment of any of the material terms, conditions, promises, covenants, provisions or warranties on such Assignor's part to be performed or fulfilled under or pursuant to this Term Note Security Agreement, Purchaser may, at its option without waiving its right to enforce this Term Note Security Agreement according to its terms, immediately or at any time thereafter and with notice to the Assignors, perform or fulfill the same or cause the performance or fulfillment of the same for Assignor's account and at Assignor's cost and expense, and the cost and expense thereof (including reasonable attorneys' fees) shall be added to the Obligations and shall be payable on demand with interest thereon at the rate of 12% per annum, or, at such Purchaser's option, debited by such Purchaser from any deposit accounts in the name of the Assignor and controlled by such Purchaser.

7. Assignor appoints the Purchaser, any of Purchaser's officers, employees or any other person or entity whom the Purchaser may designate as its attorney, with power to execute such documents in each of its behalf and to supply any omitted information and correct patent errors in any documents executed by Assignor or on Assignor's behalf; to file financing statements against Assignor covering the Collateral (and, in connection with the filing of any such financing statements, describe the Collateral as "all assets and all personal property, whether now owned and/or hereafter acquired" (or any substantially similar variation thereof)); to sign its name on public records; and to do all other things the Purchaser deems necessary to carry out this Term Note Security Agreement. Assignor hereby ratifies and approves all acts of the attorney and neither the Purchaser nor the attorney will be liable for any acts of commission or omission, nor for any error of judgment or mistake of fact or law other than gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final decision). This power being coupled with an interest, is irrevocable so long as any Obligations remain unpaid.

8. No delay or failure on any Purchaser's part in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by such Purchaser and then only to the extent therein set forth, and no waiver by such Purchaser of any default shall operate as a waiver of any other default or of the same default on a future occasion. Purchaser's books and records containing entries with respect to the Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Assignor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. The Purchaser shall have the right to enforce any one or more of the remedies available to the Purchaser, successively, alternately or concurrently. The Assignors agrees to join with the Purchaser in executing financing statements or other instruments to the extent required by the Uniform Commercial Code in form satisfactory to the Purchaser and in executing such other documents or instruments as may be required or deemed necessary by the Purchaser for purposes of effecting or continuing the Purchaser's security interest in the Collateral.

9. This Term Note Security Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and cannot be terminated orally. All of the rights, remedies, options, privileges and elections given to Purchaser hereunder shall inure to the benefit of Purchaser's successors and assigns. The term "Purchaser" as herein used shall include any parent of any Purchaser, any Purchaser's subsidiaries and any co-subsidiaries of a Purchaser's parent, whether now existing or hereafter created or acquired, and all of the terms, conditions, promises, covenants, provisions and warranties of this Agreement shall inure to the benefit of each of the foregoing, and shall bind the representatives, successors and assigns of Assignor.

10. It is understood and agreed that any person or entity that desires to become an Assignor hereunder, or is required to execute a counterpart of this Term Note Security Agreement after the date hereof pursuant to the requirements of any Document, shall become an Assignor hereunder by (a) executing a Joinder Agreement in form and substance satisfactory to Purchaser, (b) delivering supplements to such exhibits and annexes to such Documents as Purchaser shall reasonably request and (c) taking all actions as specified in this Agreement as would have been taken by such Assignor had it been an original party to this Agreement, in each case with all documents required above to be delivered to the Purchaser and with all documents and actions required above to be taken to the reasonable satisfaction of the Purchaser.


11. All notices from Purchaser to any Assignor shall be sufficiently given if mailed or delivered to such Assignor's address set forth below.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

SIGNIX, INC.

By:



Name: Jay C. Jumper

Title: President

Address: 1203 Carter Street
Chattanooga, TN 37402

SCHEDULE A

<u>Name</u>	<u>Organization Jurisdiction</u>	<u>ID#</u>
SIGNiX, Inc.	Delaware	3545151