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
Elanti Systems, Inc.		08/25/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77176843	ELANTI SYSTEMS

CORRESPONDENCE DATA

Fax Number: (734)930-2494

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 South Division, Ste. 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/13/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ELANTI SYSTEMS, INC.)

This Intellectual Property Security Agreement is entered into as of August 25, 2010, by and between COMERICA BANK ("Bank") and ELANTI SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodation to VPISystems Corporation, a Delaware corporation ("Co-Borrower") and Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Co-Borrower and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B.   Bank is willing to make the Loans to Grantor and Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor and Co-Borrower under the Loan Agreement.

C.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the obligations of Grantor and Co-Borrower under the Loan Agreement and all other agreements now existing or hereafter arising among Bank, Grantor and Co-Borrower, or either of them, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the obligations of Grantor and Co-Borrower under the Loan Agreement and all other agreements now existing or hereafter arising among Bank, Grantor and Co-Borrower, or either of them, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTOR:

Address of Grantor:

943 Holmdel Road
Holmdel, NJ 07733
Phone: 732-332-0233
Fax: 732-332-0516

ELANTI SYSTEMS, INC.

By: _____
      Bhupendra Sharma
Its: President

BANK:

Address of Bank:

Comerica Bank
Attn: National Documentation Services
39200 Six Mile Road
Mail Code 7578
Livonia, MI 48152

COMERICA BANK

By: _____

Its: _____

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<u>**EXHIBIT A**</u>

Copyrights

None.

<u>EXHIBIT B</u>

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date
ELANTI SYSTEMS	77/176843	5/9/07

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RECORDED: 10/13/2010