

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
Virtensys Limited		09/22/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Kreos Capital III (Luxembourg) S.A.R.L.		
Street Address:	65 Boulevard Grande		
City:	Duchesse Charlotte L-1331		
State/Country:	LUXEMBOURG		
Entity Type:	COMPANY: LUXEMBOURG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77890274	VIRTENSYS	
Serial Number:	77890211	VIRTENSYS	
Serial Number:	77890202	VIRTENSYS VIO	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$90.00 77890274

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Robin E. Silverman

Signature:

/Robin E. Silverman/

Date:

10/13/2010

Total Attachments: 8

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TO BE RECORDED WITH U.S.
PATENT AND TRADEMARK OFFICE

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 22, 2010, by and between VIRTENSYS LIMITED., a corporation formed under the laws of England and Wales ("Debtor"), and KREOS CAPITAL III (LUXEMBOURG) SARL a company incorporated in Luxembourg ("Secured Party").

RECITALS

A. Debtor and Secured Party have entered into a certain loan agreement dated as of June 12, 2008 and have entered into a further loan agreement for the provision of an additional loan facility of even date herewith, and related agreements and documents with respect to the foregoing, as the same may be amended, renewed, restated or extended from time to time (the "Loan Documents").

B. Debtor has agreed to enter into this Agreement to in part secured the rights granted to Secured Party under the Loan Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Debtor hereby agrees as follows:

1. Security Interest. In order to secure the due and punctual payment and performance of all of the obligations and indebtedness and liabilities of Debtor to Secured Party of any nature whatsoever including without limitation under the Loan Documents (as hereinafter defined) and under that certain Loan Agreement entered into as of June 12, 2008 (as the same may be amended, extended and renewed from time to time, and under any related notes, debentures, documents or agreements in connection therewith), in each case whether now existing or hereafter incurred, in each case including, without limitation, all such indebtedness to Secured Party incurred by Debtor prior to, during or following any proceeding in respect of a bankruptcy, reorganization or insolvency (a "Reorganization") of Debtor and all interest on such indebtedness according to the terms thereof, regardless of the extent allowed as a claim against Debtor in any Reorganization (all of the foregoing indebtedness, obligations and liabilities of Debtor described in this Section 1(a), whether now existing or hereinafter arising, being herein referred to collectively as the "Debtor's Obligations"), Debtor hereby grants to Secured Party a continuing security interest in all registered United States trademarks, service marks and trade names, and all applications therefor, now or hereafter owned by Debtor, including, but not limited to, those United States trademarks of Debtor listed on Schedule A attached hereto and made a part hereof (collectively, the "Trademarks"), together with all licenses relating thereto, all reissues, continuations or extensions of the foregoing, and the goodwill of the business associated with and symbolized by such Trademarks (collectively, the "Collateral"), as security for the Debtor's Obligations. Debtor hereby requests that the U.S. Commissioner of Patents and Trademarks record this Agreement with respect to the Trademarks.

2. Representations and Warranties. Debtor represents and warrants that:

2.1. Schedule A sets forth all United States registrations and applications owned by Debtor as of the date hereof and as of the date hereof there are no other registered trademarks or any other trademark registration applications pending.

2.2. As of the date hereof, to the best of Debtor's knowledge, the Collateral set forth on Schedule A is subsisting and has not been adjudged invalid or unenforceable.

2.3. Debtor has the full corporate power and authority to enter into this Agreement and perform its terms.

2.4. Debtor has used proper statutory notice in connection with its use of any Collateral to the extent commercially practicable.

3. Covenants. Debtor covenants and agrees as follows:

3.1. If Debtor shall purchase, register or otherwise acquire any new registrable or registered trademark, the provisions of Section 1 shall automatically apply thereto. Debtor shall give to Secured Party written notice thereof in accordance with Section 31 of the General Security Agreement (defined below), and shall execute an amendment to Schedule A including such registrations and applications and shall take any other action reasonably necessary to record Secured Party's interest in such trademarks with the U.S. Commissioner of Patents and Trademarks.

3.2. Debtor will continue to use proper statutory notice in connection with its registration of any of the Collateral to the extent commercially practicable.

3.3. Debtor shall execute, or use its reasonable efforts at its reasonable expense to cause to be executed, such further documents as may be reasonably requested by Secured Party in order to effectuate fully the grant of security interest set forth in Section 1 hereof.

3.4. Debtor will use all commercially reasonable efforts to defend the Collateral against all claims and demands of all persons at any time claiming any interest therein, and will keep the Collateral free from any adverse lien, security interest or encumbrance. Without limiting the generality of the foregoing, if it is commercially reasonable to do so, Debtor shall take all actions necessary or reasonably requested by Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patents (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. In the event that any Collateral consisting of a material Trademark is infringed upon, or misappropriated or diluted by a third party, Debtor shall, unless Debtor shall reasonably determine that such Trademark is in no way material to the conduct of its business or operations, or that it is commercially impractical to do so, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or

dilution, and shall take such other actions as Secured Party shall reasonably deem appropriate under the circumstances to protect such Trademark.

4. **Remedies.** After the occurrence and during the continuance of any Event of Default (as defined under any of the Loan Documents), Secured Party may declare all Debtor's Obligations immediately due and payable and shall at Secured Party's option have the remedies set forth in the Loan Documents or those remedies as are set forth and described under the Security Agreement between the Secured Party and Vitensys Inc. of even date herewith (the "General Security Agreement") and the provisions of Section 14 of which are incorporated herein by reference.

5. **Attorney-in-Fact.** Debtor hereby appoints Secured Party, as Debtor's attorney-in-fact (with full power of substitution and resubstitution) with the power and authority, after the occurrence and during the continuance of any Event of Default, to execute and deliver, in the name of and on behalf of Debtor, and to cause the recording of all such further assignments and other instruments as Secured Party reasonably deems necessary in order to protect its interest in the Collateral. Debtor agrees that all third parties may conclusively rely on any such further assignment or other instrument so executed, delivered and recorded by Secured Party (or Secured Party's designee in accordance with the terms hereof) and on the statements made therein.

6. **General.**

6.1. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising on the part of Secured Party, any right, power or privilege hereunder or under any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion.

6.2. All of Secured Party's rights and remedies with respect to the Collateral, whether established hereby, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. This Agreement is in addition to, and is not limited by nor in limitation of, the provisions of any other security agreement or other agreement now or hereafter existing between Debtor and Secured Party.

6.3. If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

6.4. This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 3.1 hereof.

6.5. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties.

6.6. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws (other than the conflict of laws rules) of the State of Delaware.

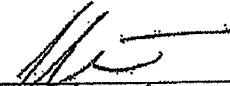
6.7 The provisions of Sections 19 and 20 of the General Security Agreement are incorporated herein by reference as if stated herein.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Any such counterpart signature page may be attached to the body of a copy this Agreement to form a complete integrated whole.

[balance of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

VITENSYS LIMITED,

By: 
Name: A. HOUSSEIN
Title: CEO

KREOS CAPITAL III (LUXEMBOURG)
S.A.R.L.

By: _____
Name
Manager A:

By: _____
Name
Manager B:

[Signature-page to Trademark Security Agreement]

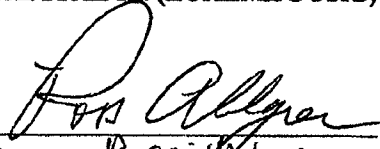
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

VITENSYS LIMITED,

By: _____
Name:
Title:

**KREOS CAPITAL III (LUXEMBOURG)
S.A.R.L.**

By: 
Name *Ross Hingren*
Manager A:

By: _____
Name
Manager B:

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

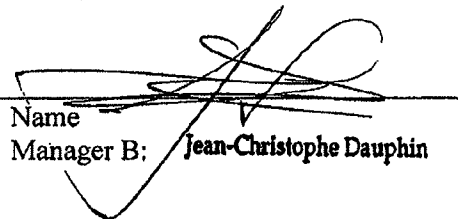
VIRTENSYS LIMITED,

By: _____
Name:
Title:

**KREOS CAPITAL III (LUXEMBOURG)
SARL**

By: _____
Name
Manager A:

By: _____
Name
Manager B: **Jean-Christophe Dauphin**



[Signature page to Trademark Security Agreement]

Schedule A

Trademarks

Trademark	Application No.	Application Date
Virtensys	77890274	Dec. 10, 2009
VIRTENSYS	77890211	Dec. 10, 2009
VIRTENSYS VIO	77890202	Dec. 10, 2009