

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENSOFT SOLUTIONS, INC.		11/19/2010	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3738942	SERVERHEROES	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	36400		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	11/23/2010		

TRADEMARK

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REEL: 004420 FRAME: 0678

OP \$40.00 3738942

Total Attachments: 8

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

GREENSOFT SOLUTIONS, INC

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: KANSAS  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 11/19/2010

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: SILICON VALLEY BANK, as Administrative Agent

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CA

Country: USA Zip: 95054

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship CALIFORNIA  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: IPResearch Plus, Inc. attn: Penelope J.A. Agodoa

Internal Address: \_\_\_\_\_

Street Address: 21 Tadcaster Circle

City: Waldorf

State: MD Zip: 20602

Phone Number: 301-638-0511

Fax Number: 866-826-5420

Email Address: ipresearchplus@comcast.net

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Date

Jamie Keeling, Relationship Manager of Silicon Valley Bank

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 19, 2010 by GREENSOFT SOLUTIONS, INC. ("Grantor") in favor of SILICON VALLEY BANK, as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders"; together with the Administrative Agent, each a "Secured Party" and collectively, the "Secured Parties")) from time to time parties to the Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "Credit Agreement"), among Grantor, Layered Technologies, Inc. ("Layered"), Fastservers, Inc. ("Fastservers"), the Lenders party thereto and the Administrative Agent. Capitalized terms used herein without definition shall have the same meanings given in the Credit Agreement.

**RECITALS**

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor, Layered and Fastservers (the "Loans") in the amounts and manner set forth in the Credit Agreement. The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, Patents, and mask works to secure the obligations of Grantor, Layered and Fastservers under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Guarantee and Collateral Agreement by Grantor, Layered and Fastservers in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, 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 under the Credit Agreement and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure the obligations under the Credit Agreement, Grantor grants and pledges to the Administrative Agent, for the ratable benefit of the Secured Parties, 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, Trademarks and mask works listed on Schedules A, B, C, and D 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 Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement and the other Loan Documents, and those which are now or hereafter available to the Administrative Agent as a matter of law or equity. Each right, power and remedy of the Administrative Agent provided for herein or in the Credit 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 the Administrative Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Credit 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 the Administrative Agent, of any or all other rights, powers or remedies.

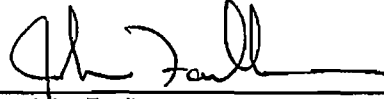
IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:  
5085 W. Park Blvd., Suite #700  
Plano, Texas 75093

Attn: John Faulkner

GRANTOR:

GREENSOFT SOLUTIONS, INC.

By: 

Name: John Faulkner

Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

Address of Administrative Agent:  
14185 N. Dallas Parkway, Suite 780  
Dallas, Texas 75254

Attn: Brian Brown

SILICON VALLEY BANK, as Administrative Agent

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the parties have cause this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:  
5085 W. Park Blvd., Suite #700  
Plano, Texas 75093

GREENSOFT SOLUTIONS, INC.

Attn: John Faulkner

By: \_\_\_\_\_  
Name:  
Title:

ADMINISTRATIVE AGENT:

Address of Administrative Agent:  
14185 N. Dallas Parkway, Suite 780  
Dallas, Texas 75254

SILICON VALLEY BANK, as Administrative  
Agent

Attn: Brian Brown

By:  \_\_\_\_\_  
Name: Jamie Keeling  
Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT C

Trademarks

Mark

Registration/  
Application  
Number

Registration/  
Application  
Date

SERVERHEROES

3738942

January 19, 2010

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

A/73555481.2