

# 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           |
| LAYERED TECHNOLOGIES, INC. |  | 11/19/2010                    | CORPORATION: DELAWARE |
| 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: 12 |  |                               |                       |
| Property Type              | Number                                       | Word Mark                     |                       |
| Registration Number:       | 3144394                                      | LAYERED TECHNOLOGIES          |                       |
| Registration Number:       | 3236923                                      | LAYEREDX                      |                       |
| Registration Number:       | 3282288                                      | GRIDLAYER                     |                       |
| Registration Number:       | 3284932                                      | LAYERED TECH                  |                       |
| Registration Number:       | 3285387                                      | THE GRID LAYER                |                       |
| Registration Number:       | 3307114                                      | LT PACT                       |                       |
| Registration Number:       | 3467388                                      | DYNAVOL                       |                       |
| Registration Number:       | 3590647                                      |                               |                       |
| Registration Number:       | 3641443                                      | THE VIRTUALIZATION SPECIALIST |                       |
| Serial Number:             | 78767643                                     | LAYEREDVAULT                  |                       |
| Serial Number:             | 78911919                                     | LXG                           |                       |
| Serial Number:             | 78911922                                     | XCOMM                         |                       |
| CORRESPONDENCE DATA        |  |                               |                       |

OP \$315.00 3144394

900176184

TRADEMARK  
REEL: 004421 FRAME: 0084

Fax Number: (866)826-5420

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

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:

36403

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

11/23/2010

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):**

1 LAYERED TECHNOLOGIES, INC.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation- State: DELAWARE  
☐ 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)

SEE ATTACHED

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. Agodca

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:**

12

**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

Jamie Keeling, Relationship Manager of Silicon Valley Bank

Name of Person Signing

11/19/2010  
Date

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 LAYERED TECHNOLOGIES, 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, GreenSoft Solutions, Inc. ("GSI"), 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, GSI 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, Fastservers and GSI under the Credit Agreement and the other Loan Documents.

B. Pursuant to the terms of the Guarantee and Collateral Agreement by Grantor, Fastservers and GSI 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.

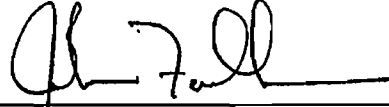
This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interest granted hereby are 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 caused 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

LAYERED TECHNOLOGIES, INC.



By: \_\_\_\_\_  
Name: John Faulkner  
Title: Chief Financial Officer

Attn: John Faulkner

ADMINISTRATIVE AGENT:

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

SILICON VALLEY BANK, as Administrative Agent

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

Attn: Brian Brown

[Signature Page to Intellectual Property Security Agreement  
for Layered Technologies, Inc.]

TRADEMARK  
REEL: 004421 FRAME: 0088

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

LAYERED TECHNOLOGIES, 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: Brian Brown  
Name: Brian Brown  
Title: Senior Relationship Manager

EXHIBIT A

Copyrights

| <u>Description</u>                  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|-------------------------------------|---|---|
| LayeredX.com.                       | TX0006430009                                    | July 17, 2006                                 |
| WWW.LAYEREDTECHNOLOGIES.COM         | 1-136139520                                     | October 27, 2008                              |
| WWW.LAYEREDTECHNOLOGIES.COM REVISED | 1-136139554                                     | October 27, 2008                              |

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT C

Trademarks

| <u>Description</u>            | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|-------------------------------|---|---|
| LAYERED TECHNOLOGIES          | 3144394   | September 19, 2006                            |
| LAYEREDX                      | 3236923   | May 1, 2007                                   |
| GRIDLAYER                     | 3282288   | August 21, 2007                               |
| LAYERED TECH                  | 3284932   | August 28, 2007                               |
| THE GRID LAYER                | 3285387   | August 28, 2007                               |
| LT PACT                       | 3307114   | October 9, 2007                               |
| DYNAVOL                       | 3467388   | July 15, 2008                                 |
| DESIGN ONLY                   | 3590647   | March 17, 2009                                |
| THE VIRTUALIZATION SPECIALIST | 3641443   | June 16, 2009                                 |
| LAYEREDVAULT                  | 78767643  | December 6, 2005                              |
| LXG                           | 78911919  | June 20, 2006                                 |
| XCOMM                         | 78911922  | June 20, 2006                                 |

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

A/73377704.4