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U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev 01-09)
OMB Collectio 0651-0027 (exp 02/28/2009)



103617860

RE 7
2/15/11

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):
 Venyu Solutions Inc , a Louisiana corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State Louisiana
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached?

Name: Deerpath Funding, LP
 Internal
 Address: 71st Floor
 Street Address 405 Lexington Avenue
 City: New York
 State New York
 Country USA Zip 10174

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship Delaware
 Corporation Citizenship _____
 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)

3. Nature of conveyance)/Execution Date(s) :
 Execution Date(s) 1/28/2011

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A Trademark Application No (s)
 78584069, 78797875, 78798087, 78798125, 77744213, 77744197, 77671915, 77671944, 77671919, 76332795, 76084503

B Trademark Registration No (s)
 3065824, 3223550; 3257940; 3180779, 3848642, 3854593, 3838697, 3838698, 3842447, 2854377; 2772068

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
 CHAMBERMASTER, EXCELLENCE IN DATA PROTECTION, ARCHIVE-COMPLY, REPLIVault; VENYU, VENYU, YOUR DATA MADE INVINCIBLE, VENYU, VENYU, YOUR DATA MADE INVINCIBLE, RESTART IT, AMERVAULT

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

Name Porter Hedges LLP c/o Anders Gibson
 Internal Address 36th Floor
 Street Address 1000 Main Street
 City Houston
 State TX Zip 77002
 Phone Number (713) 226-6000
 Fax Number (713) 226-1331
 Email Address agibson@porterhedges.com

6. Total number of a SEARCH REFUND registrations involved: \$150.00
11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$440.00

Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number 02/17/2011 AMULLINS 00000001 / 8584069
 Authorized User Name 02/17/2011 AMULLINS 0000173006

9. Signature: Anders Gibson Signature February 11, 2011 Date

Anders Gibson
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document 6

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

TRADEMARK
 REEL: 004483 FRAME: 0402

Schedule 1
to
Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Application No.
CHAMBERMASTER	3065824	78584069
EXCELLENCE IN DATA PROTECTION	3223550	78797875
ARCHIVE-COMPLY	3257940	78798087
REPLIVAULT	3180779	78798125
VENYU YOUR DATA MADE INVINCIBLE	3848642	77744213
VENYU YOUR DATA MADE INVINCIBLE	3854593	77744197
VENYU	3838697	77671915
VENYU	3838698	77671944
YOUR DATA MADE INVINCIBLE	3842447	77671919
RESTART IT	2854377	76332795
AMERIVAULT	2772068	76084503

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of January 28, 2011 (the "*Agreement*"), between VENYU SOLUTIONS INC., a Louisiana corporation ("*Debtor*"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, the Debtor, Secured Party, and the lenders from time to time party thereto (collectively, the "*Lenders*") have entered into that certain Loan Agreement of even date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "*Loan Agreement*");

WHEREAS, Debtor has entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), among Debtor, Venyu Holdings LLC and Secured Party, pursuant to which Debtor granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

WHEREAS, as a condition precedent to extending credit to Debtor under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Debtor pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

(a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (except for unasserted contingent indemnification obligations) and the termination of all commitments of Lenders, the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement shall automatically terminate and be released and Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to evidence such termination and release.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.


DEBTOR:

VENYU SOLUTIONS INC.
a Louisiana corporation

By: 
Name: Scott R. Thompson
Title: Chief Executive Officer

STATE OF LOUISIANA)
) ss.
PARISH OF East Baton Rouge)

This instrument was acknowledged before me on January 28, 2011, by Scott R. Thompson, Chief Executive Officer of Venyu Solutions Inc., a Louisiana corporation, for and on behalf of such corporation, and for the purpose and consideration herein stated.



Notary Public in and for the State of Louisiana

Notary Public in and for the State of Louisiana
KATHY L. ... (APLC)
Telephone: ... 5630

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: James H. Kirby
Name: James H. Kirby
Title: President

STATE OF New York
COUNTY OF New York ss.

This instrument was acknowledged before me on January 28, 2011, by James H. Kirby, President of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Dorothea J. McCormick
Notary Public in and for the State of New York

