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TO:STEPHEN K. BENYI/BRYAN CAVE LLP COMPANY:TWO NORTH CENTRAL AVENUE

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/25/2011  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AbleNet, Inc.		12/30/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Genesis Worldwide Enterprises, Inc.		
Street Address:	4600 S. Genesis Drive		
City:	Cottonwood		
State/Country:	ARIZONA - (U.S.A)		
Postal Code:	86328		
Entity Type:	CORPORATION: (ARIZONA)		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3461912	KEYS U SEE	
Registration Number:	3179976	KEYS-U-SEE	
Registration Number:	3120326	KEYS-U-SEE	
CORRESPONDENCE DATA			
Fax Number:	(602)364-7070		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(602) 364-7000		
Email:	kewright@bryancave.com		
Correspondent Name:	Stephen K. Benyi/Bryan Cave LLP		
Address Line 1:	Two North Central Avenue		
Address Line 2:	Suite 2200		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	0184960		
NAME OF SUBMITTER:	Stephen K. Benyi		

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Signature:	/stephen benyi/
Date:	02/25/2011
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## SECURITY AGREEMENT

**SECURITY AGREEMENT** dated as of December 30, 2010, by and between AbleNet, Inc. ("Borrower"), a Minnesota corporation, and Genesis Worldwide Enterprises, Inc. ("Secured Party"), an Arizona corporation, an Arizona limited liability company, executed pursuant to a Secured Promissory Note by Borrower of even date herewith ("Note").

1. **DEFINITIONS.** All terms used herein which are defined in the Arizona Uniform Commercial Code, as amended (the "Code"), and not otherwise defined hereby, shall have the same meanings herein as in the Code unless the context in which such terms are used herein indicates otherwise. All capitalized terms defined in the Note and which are used as defined terms in this Security Agreement, unless otherwise defined herein, shall have the meanings ascribed to them in the Note, the applicable provisions of which Note are incorporated herein.

2. **SECURITY INTEREST.** To secure the performance and payment of Borrower's obligations pursuant to the Note ("Obligations"), Borrower grants to Secured Party a security interest (the "Security Interest") in all of Borrower's right, title and interest in the property and property rights more fully described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Collateral"). The Security Interest shall be superior and prior to all other liens, security interests, or other or similar encumbrances of any kind (each, a "Lien").

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Borrower hereby represents, warrants and covenants to Secured Party as follows:

3.1 Borrower is the owner of the Collateral, except the portion thereof consisting of after-acquired property, and Borrower will be the owner of such after-acquired property, free from any Lien.

3.2 Borrower's state of domicile is Minnesota with its principal place of business in Ramsey County. Borrower shall not (a) change its state of domicile, (b) move its principal place of business outside of Ramsey County, Minnesota, (c) change its corporate name, or (d) conduct a business under any other names or use any trade names or fictitious names, without, in each case, giving to Secured Party thirty (30) days' prior written notice of any such change.

3.3 Tangible Collateral consists of all tangible property listed on Exhibit "A". Borrower will at all times maintain the Tangible Collateral in compliance with all laws and insurance policies applicable thereto, and pay promptly when due all taxes, insurance premiums and other governmental charges upon or relating to any of the property, income or receipts of Borrower.

3.4 Borrower shall not sell, transfer, assign, or otherwise dispose of any Collateral or any interest therein without obtaining the prior written consent of Secured Party and shall keep the Collateral free of all Liens. Although proceeds of Collateral are covered by this Agreement, this shall not be construed to mean that Secured Party consents to any sale of the Collateral.

Security Agreement



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3.5 Borrower shall mark its records and the Collateral to indicate the Security Interest.

3.6 The Security Interest, at all times, shall be perfected and shall be prior to any other interests in the Collateral.

3.7 All rights, powers and remedies granted Secured Party herein, or otherwise available to Secured Party, are for the sole benefit and protection of Secured Party, and Secured Party may exercise any such right, power or remedy at its option and in its sole and absolute discretion without any obligation to do so. In addition, if under the terms hereof, Secured Party is given two or more alternative courses of action, Secured Party may elect any alternative or combination of alternatives at its option and in its sole and absolute discretion.

4. **INSURANCE.** Borrower shall maintain such insurance, written by such insurers and in such amounts and on such forms as are satisfactory to Secured Party. The net proceeds collected by Secured Party, after deducting all costs and expenses (including attorneys' fees) of collection shall be applied, at Secured Party's option, either toward replacing or restoring the Collateral, in a manner and on terms satisfactory to Secured Party, or to the payment of Borrower's Obligations. Any proceeds applied to the payment of Borrower's Obligations shall be applied in such manner as Secured Party may elect. In no event shall such application relieve Borrower from payment in full of all installments of principal and interest which thereafter become due in the order of maturity thereof.

5. **PROTECTION OF COLLATERAL.** In the event of the failure of Borrower to (a) maintain in force and pay for any insurance which Borrower is required to provide pursuant to this Security Agreement, (b) keep the Tangible Collateral in good repair and operating condition, (c) keep the Collateral free from any Liens other than that of Secured Party, and (d) pay when due all taxes, levies and assessments on or in respect of the Collateral, Secured Party, at its option, may (but shall not be required to) procure and pay for such insurance, place the Tangible Collateral in good repair and operating condition, or otherwise make good any other aforesaid failure of Borrower and all sums advanced by Secured Party, shall be part of Borrower's Obligations, payable on demand.

6. **FINANCING STATEMENTS; FURTHER ASSURANCES.** Borrower, concurrently with the execution of this Security Agreement, and from time to time thereafter as requested by Secured Party, shall execute and deliver to Secured Party such financing statements, continuation statements, amendments to financing statements and other documents, in form satisfactory to Secured Party, as Secured Party may require to perfect and continue in effect the Lien of Secured Party. Borrower irrevocably appoints Secured Party its attorney-in-fact, in the name of Borrower or Secured Party, to execute and file from time to time any such financing statements, continuation statements and amendments thereto, which appointment shall be deemed to be a power coupled with an interest. The Secured Party is further authorized to file with the United States Patent and Trademark Office or United States Copyright Office (or any

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successor office or any similar office in any other country) such documents as may be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by Borrower, without the signature of Borrower, and naming Borrower as debtor and Secured Party as secured party.

7. **EVENTS OF DEFAULT.** Each of the following shall constitute an "Event of Default" under this Security Agreement: (i) the occurrence of a default under the Note or (ii) in the event that Borrower fails to perform any covenant hereunder or any representation or warranty made by Borrower hereunder or under the Note shall cease to be true, accurate and complete.

8. **REMEDIES UPON DEFAULT.** Upon the occurrence of an Event of Default, Secured Party shall have all the rights and remedies of a secured party under the Arizona Uniform Commercial Code and all other rights and remedies accorded to a secured party in equity or law. Upon the request of Secured Party, Borrower shall assemble and make the Tangible Collateral available to Secured Party at a place designated by Secured Party. Any notice of sale or other disposition of the Collateral given not less than ten (10) days prior to such proposed action shall constitute reasonable and fair notice of such action. Borrower shall be liable for any deficiency. Borrower expressly waives any right to have the Collateral marshalled on any foreclosure, sale or other enforcement hereof. Upon the occurrence of an Event of Default, Borrower shall, on the request of Secured Party, assemble the Collateral and make it available to Secured Party at a time and place reasonably convenient to Secured Party. Secured Party, after the occurrence of an Event of Default and without notice to Borrower, may demand, collect and sue on the Collateral (either in Borrower's or Secured Party's name), enforce, compromise, settle or discharge the Collateral and endorse Borrower's names on any instruments, documents, or chattel paper constituting, or pertaining to, the Collateral; Borrower hereby irrevocably appoints Secured Party its attorney in fact for all such purposes.

9. **NOTICES.** All notices or other communications to a party required or permitted hereunder shall be in writing and shall be given by hand delivery, courier service (with acknowledgment of receipt), telecopy (with confirmation of transmission), or by certified mail, postage prepaid with return receipt requested, addressed to the parties at the following addresses:

if to AbleNet, to:

AbleNet, Inc.  
2808 North Fairview Avenue  
Roseville, MN 55113

with a copy to:

Fredrikson & Byron, P.A.  
200 South Sixth Street  
Suite 4000  
Minneapolis, MN 55402

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Attn: Brian G. Moore

and if to Seller, to:

Genesis Worldwide Enterprises, Inc.  
4600 S. Genesis Drive  
Cottonwood, AZ 86326  
Attn: Lucinda Olson, CFO

with a copy to:

Keller Rohrback, PLC  
3101 N. Central Avenue  
Suite 1400  
Phoenix, AZ 85012  
Attn: Stephen R. Boatwright

Any party may change the above-specified recipient and/or mailing address by notice to all other parties given in the manner herein prescribed. All notices shall be deemed given on the day when actually delivered as provided above (if delivered personally, by courier or by telecopy) or on the day shown on the return receipt (if delivered by mail).

10. **SUCCESSORS AND ASSIGNS.** This Security Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Secured Party and Borrower.

11. **APPLICABLE LAW.** THIS SECURITY AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES THAT THE LAWS OF ANOTHER JURISDICTION GOVERN THE PERFECTION AND ENFORCEMENT OF THE SECURITY INTERESTS GRANTED TO SECURED PARTY. Each party hereby expressly consents and agrees to jurisdiction and venue in Maricopa County, Arizona, and all actions relating to this Security Agreement must be brought in the State of Arizona.

12. **TERMINATION.** This Security Agreement shall terminate upon the payment in full of Borrower's Obligations. Upon such termination, Secured Party agrees to execute and file any documents necessary to terminate the UCC-1 financing statement filed pursuant to this Security Agreement.

This Security Agreement has been executed and delivered by each of the parties hereto by a duly authorized officer of each such party on the date first set forth above.


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SECURED PARTY:

GENESIS WORLDWIDE ENTERPRISES,  
INC.

By:   
Name: ROBERT G. FLYNN  
Title: CEO

BORROWER:

ABLENET, INC.

By:   
Name: Jennifer L. Thakur  
Title: CEO

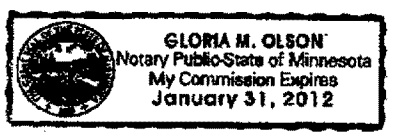
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State of Minnesota )  
 )  
County of Ramsey )

The foregoing instrument was acknowledged before me this 30 day of December, 2010, by Jim Thelhuber who is the CEO of AbleNet, Inc., a Minnesota corporation and represented to me that he has full authority to execute this instrument on behalf of said company.



Notary Seal

Gloma M. Olson  
Notary Public

Security Agreement



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**EXHIBIT A****COLLATERAL**

- "Keys-U-See" trademark and related logo
- "Keys-U-See" Artwork files, customer files, inventory records, purchase orders and sales records.

Together with all substitutions and replacements for and products of any of the foregoing property and together with all proceeds of the sale, lease or other disposition of any and all of the foregoing property, any and all proceeds of insurance thereon and, in the case of all Tangible Collateral, together with all accessions and, together with (i) all accessories, attachments, additions, parts, equipment and repairs now or hereafter attached or affixed to or used in connection with any such collateral, and (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such collateral.