

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
Cybera, Inc.		05/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Spring Capital Partners II, L.P.		
Street Address:	2 East Read Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2665286	CYBERA	
CORRESPONDENCE DATA			
Fax Number:	(215)568-6603		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-569-2700		
Email:	trademarks@klehr.com		
Correspondent Name:	Robert A. McKinley, Klehr Harrison		
Address Line 1:	1835 Market Street		
Address Line 2:	Suite 1400		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	16135-0001		
NAME OF SUBMITTER:	Robert A. McKinley		
Signature:	/Robert A. McKinley/		
Date:	06/06/2011		

CH \$40.00 2665286

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Security Agreement") is made effective this 31st day of May, 2011 by and between Cybera, Inc., a Delaware corporation ("Grantor"), and Spring Capital Partners II, L.P., a Delaware limited partnership ("Grantee").

WHEREAS, Grantor and Grantee have entered into that certain Investment Agreement, dated as of May 31, 2011 (the "Investment Agreement"), and such other agreements, documents and instruments related thereto; and

WHEREAS, as a condition to the Grantee's obligation to make the Investment under the Investment Agreement, Grantor is required to enter into this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

1. Incorporation of Investment Agreement. The Investment Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms not otherwise defined herein shall have the meanings set forth in the Investment Agreement.

2. Security Agreement of Patents, Trademarks, Licenses and Copyrights. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee and creates a security interest in favor of the Grantee as and by way of a mortgage and security interest, with power of sale, to the extent permitted by law, in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed, wheresoever located (collectively the "Collateral");

(a) trademarks, whether registered or unregistered, trademark applications, trademark registrations, including renewals thereof, trade dress and tradenames, including, without limitation, the trademarks, trade dress and tradenames listed on Exhibit A attached hereto; the goodwill of Grantor's business connected with and symbolized by said trademarks, tradenames and trade dress; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Trademarks");

(b) copyrights, copyright applications, and copyright registrations, including, without limitation, renewals thereof, listed on Exhibit B attached hereto; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Copyrights");

(c) license agreements with any other party, whether Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (hereinafter referred to collectively as "Licenses");

(d) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit D attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; all income, royalties, damages and payments now and hereinafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "Patents").

3. **Duties of Grantor**. Grantor shall have the duty: (i) to use for the duration of this Security Agreement proper notice in connection with its use of the Patents, Trademarks and Copyrights as prescribed by law; (ii) to prosecute diligently any patent applications of the Patents, any trademark application of the Trademarks, and any copyright applications of the Copyrights pending as of the date hereof or thereafter until all Obligations are paid in full and the Investment Agreement is terminated; (iii) to make applications on patentable inventions, and to apply to register the Trademarks and Copyrights, as appropriate; and (iv) to preserve and maintain all rights in the Patents, Trademarks and Copyrights. All expenses incurred in connection with said applications and said maintenance shall be borne by the Grantor. Grantor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, without the prior written consent of Grantee. Any failure of Grantor to comply with the duties set forth in this Section 3 will be deemed an Event of Default under the Investment Agreement subject to the applicable cure periods therein.

4. **Restriction On Use, License and Transfer of Properties**. Unless and until there shall have occurred an Event of Default under the Investment Agreement, Grantee shall have no right to use the Trademarks, Copyrights or Patents or issue any license thereunder, or assign or otherwise transfer title in said Trademarks, Copyrights, Patents or Licenses to anyone else.

5. **Restrictions on Future Agreements**. Grantor agrees that until all Obligations shall have been paid and satisfied in full, Grantor will not, without the prior written consent of the Grantee, enter into any agreement or arrangement which is inconsistent with Grantor's obligations under this Security Agreement, except to sublicense in the ordinary course of Grantor's business, provided that such sublicenses are sublicenses covered under Section 2(c); and Grantor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Grantee under this Security Agreement.

6. **Warranty**. Grantor represents, warrants, and covenants that:

(a) It has the full right and power to grant the security interest in the Collateral made hereby.

(b) the Patents, Trademarks, Copyrights and Licenses are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(c) to the best of Grantor's Knowledge, each of the Patents, Trademarks, Copyrights and Licenses is valid and enforceable and any fact known by Grantor that may affect the validity or enforceability of each of the Patents, Trademarks, Copyrights and Licenses has been disclosed in writing to Grantee;

(d) it shall not challenge the validity or enforceability of the Patents, Trademarks, Copyrights and Licenses and, should this warranty be held invalid or unenforceable, Grantee shall have a right to, and Grantor shall pay, an award of Grantee's cost and attorneys' and experts' fees in the event that Grantee successfully defends against the Grantor's validity or enforceability challenge;

(e) to the best of Grantor's Knowledge, no claim has been made that the use of any of the Patents, Trademarks or Copyrights does or may violate the rights of any third persons;

(f) it has no notice of any suits or actions commenced or threatened against it with reference to the Patents, Trademarks, Copyrights, or Licenses and/or the interests granted therein;

(g) it is and will continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of liens, charges and encumbrances, including, without limitation, pledges, agreements, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third parties, except for Permitted Encumbrances; and

(h) neither the making of this Security Agreement nor Grantor's performance hereunder requires the agreement or approval of any other person or any governmental authority or agency which has not been obtained.

7. **New Patents, Trademarks, Copyrights and Licenses.** Grantor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on Exhibits A-D hereto constitute a complete list of all of the patents, trademarks and copyrights now owned by Grantor and licenses to which Grantor is now subject. If, before the Obligations shall have been satisfied in full, Grantor shall (a) obtain rights in and to any new patentable inventions, patent applications, patents, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations or licenses, or (b) become entitled to the benefit of any patent, patent application, trademark, trademark application, trademark registration, trade dress, trade name, copyright, copyright application, copyright registration, or license, the provisions of Section 2 above shall automatically apply thereto. Grantor shall give to the Grantee written notice of any existing and new rights and/or benefits as described in this Section 7 but excluded from Exhibits A-D hereto not more than thirty (30) days after the date of this Security Agreement and within thirty (30) days of the acquisition or creation by Grantor of any new rights and/or benefits. Grantor hereby authorizes the Grantee to modify this Security Agreement by amending Exhibit A, Exhibit B, Exhibit C and/or Exhibit D, as

applicable, to include any patents, patent applications, trademarks, trademark applications, trade registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations presently owned by Grantor but not included on Exhibits A-D hereto and for any of Grantor's future patents, patent applications, trademarks, trademark applications, trademark registrations, trade dress, tradenames, copyrights, copyright applications and/or copyright registrations.

8. **Events of Default.** This Security Agreement is subject to the terms and conditions of the Investment Agreement, and Default or the occurrence of an Event of Default hereunder with respect to Grantor shall constitute a Default or Event of Default under the Investment Agreement and all agreements between Grantor and Grantee unless cured within the applicable cure period set forth in the Investment Agreement. In addition, Grantor shall be deemed to be in default hereunder upon the occurrence of any of the following events ("**Event of Default**"):

- (a) if any material representation or warranty contained herein shall prove to have been, when made, materially false, inaccurate, or misleading;
- (b) if Grantor materially breaches any material covenant or obligation contained herein; or
- (c) if a Default or Event of Default occurs under the Investment Agreement.

From and after the occurrence and during continuance of an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name for its own benefit and for the benefit of the Grantor to enforce the Patents, Trademarks, Licenses and Copyrights, and if the Grantee shall commence any such suit, Grantor shall, at the request of the Grantee, do any and all lawful acts and execute any and all proper documents required by the Grantee in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Grantee for all costs and expenses incurred by Grantee pursuant to the terms of the Investment Agreement.

9. **Foreclosure.** Upon the occurrence of an Event of Default, unless cured within the applicable cure period, Grantee, as holder of a security interest, may take such action as is permitted by law, in Grantee's sole discretion, to foreclose upon said Collateral. For such purposes, Grantor hereby authorizes Grantee to make, constitute and appoint any officer or agent of Grantee as Grantee may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to: (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Grantee to use the Patents, Trademarks and Copyrights, or (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and Licenses as the Grantee deems in the best interest of the Grantee; (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Copyrights to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Investment Agreement shall have been terminated.

10. **Termination of Security Interest.** This Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Investment Agreement, Grantee shall, at Grantor's sole cost and expense, execute and deliver to Grantor all termination statements, deeds, agreements and/or other instruments as may be necessary to re-vest in Grantor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Investment Agreement.

11. **Indemnification.** Grantor agrees to indemnify and hold Grantee harmless against any claim for damages, including reasonable attorneys' fees, in the event that Grantee is implicated in any action or suit between Grantor and a third party involving the use of any of the Patents, Trademarks and/or Copyrights or involving any of the Licenses, or in any action which relates in any way to the Patents, Trademarks, Copyrights and/or Licenses.

12. **Notices.** All notices, requests and demands to or upon the respective parties hereto shall be given as provided in Section 10.3 of the Investment Agreement.

13. **Waivers.** No course of dealing between Grantor and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, any right, power or privilege hereunder or under the Investment 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 other right, power or privilege.

14. **Severability.** The provisions of this Security Agreement are severable, and if any clause or provision shall be 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 Security Agreement in any jurisdiction.

15. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 7 hereof, or by a writing signed by the parties hereto.

16. **Cumulative Remedies; Effect on Investment Agreement.** All of Grantee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Investment Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Grantee under the Investment Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights or Licenses may be located.

17. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, their nominees and assigns.

18. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. **Further Assurances.** Grantor agrees to execute any documents which are or may be required in order to perfect the recordation of this Security Agreement, including the Security Agreement as amended pursuant to Section 7, in the United States Patent and Trademark Office, the United States Copyright Office and in the records of such states as are appropriate under the provisions of the Uniform Commercial Code without compensation from Grantee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the day and year first above written.

CYBERA, INC.

By: [Signature]
Name:
Title:

STATE OF TENNESSEE

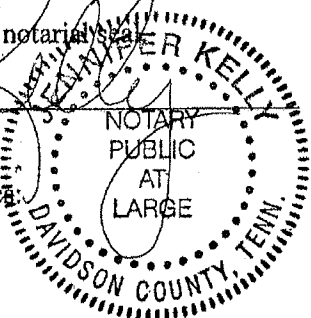
COUNTY OF Williamson

:
: SS.
:

On this, the ___ day of May, 2011, before me, a Notary Public, the undersigned officer, personally appeared James Bauchiere who, in due form and according to law was deposed and said that he is the CFO of Cybera Inc., a Delaware corporation; that he, being duly authorized, duly executed the foregoing instrument on behalf of said corporation for the purposes therein contained by signing his name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal

[Signature]
Notary Public
My Commission Expires: 9/25/2014

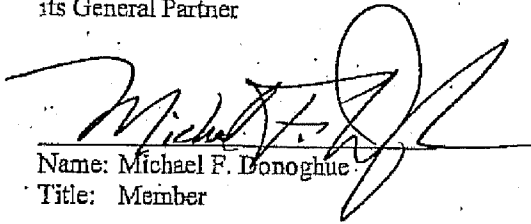


RECEIVED AND AGREED TO:

SPRING CAPITAL PARTNERS II, L.P.

By: Spring Capital Investors II, LLC,
its General Partner

By:



Name: Michael F. Donoghue
Title: Member

EXHIBIT A

TRADEMARKS

All of Grantor's rights to the mark CYBERA, including all rights to U.S. Trademark Registration No. 2,665,286.

EXHIBIT B
COPYRIGHTS

None

EXHIBIT C

LICENSES

None other than shrink-wrapped and click-wrapped licenses for products used in the ordinary course of Grantor's business.

EXHIBIT D

PATENTS

None