

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF A SECURITY INTEREST - TRADEMARKS

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coto Technology, Inc.		07/12/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CorePointe Capital Finance LLC, as collateral agent
<b>Street Address:</b>	780 Third Avenue
<b>Internal Address:</b>	34th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2480291	COTO TECHNOLOGY
Registration Number:	2766878	COTO TECHNOLOGY
Registration Number:	3712589	DYAD
Registration Number:	3709305	MINI DYAD
Registration Number:	1015714	COTO
Serial Number:	85095162	COTOMOS
Registration Number:	3862307	

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-756-2132  
 Email: scott.kareff@srz.com  
 Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP  
 Address Line 1: 919 Third Avenue

**900197014**

**TRADEMARK  
 REEL: 004582 FRAME: 0805**

**CH \$190.00 2480291**

Address Line 2: 22nd Floor  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	015061-0010
NAME OF SUBMITTER:	Scott Kareff (015061-0010)
Signature:	/kc for sk/
Date:	07/13/2011

**Total Attachments: 5**

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## GRANT OF A SECURITY INTEREST - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July, 2011, by Coto Technology, Inc. ("Grantor"), in favor of CorePointe Capital Finance LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated July 12, 2011 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

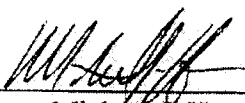
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

COTO TECHNOLOGY, INC.

By:

  
Name: Michael J. Harris  
Title: Vice President

STATE OF New York  
ss.:  
COUNTY OF New York

On this 7<sup>th</sup> day of July, 2011, before me personally came Michael J. Harris, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Vice President of Coto Technology, Inc., a Delaware Corporation, and that s/he executed the foregoing instrument in the firm name of Coto Technology, Inc., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

  
[NOTARY SEAL]

DAWN E. ROBERTS  
Notary Public, State of New York  
No. 01RO5046850  
Qualified in New York County  
Commission Expires July 17, 2011

**SCHEDULE A**

Client/Division	Client Code	Docket Number	Country	Mark Name	Status	Case Type	Current Appl. Date	Current Appl. No	Current Reg Date	Current Reg No
Coto Technology, Inc.	C005	T01428-US	United States	COTO TECHNOLOGY and Design	Registered	Regular	06/05/1998	75478715	06/21/2001	2480281
Coto Technology, Inc.	C005	T01429-US	United States	COTO TECHNOLOGY	Registered	Regular	10/25/2002	78178277	09/23/2003	2798878
Coto Technology, Inc.	C005	T02433-US	United States	DYAD	Registered	Intent To Use Application	10/24/2007	77312199	11/17/2009	3712589
Coto Technology, Inc.	C005	T02434-US	United States	MINI DYAD	Registered	Intent To Use Application	10/24/2007	77312208	11/10/2008	3708305
Coto Technology, Inc.	C005	T02442-US	United States	COTO	Registered	Regular	12/09/1974	73089134	07/15/1975	1015714
Coto Technology, Inc.	C005	T03017-US	United States	COTOMOS	Filed	Intent To Use Application	07/28/2010	85095182		
Coto Technology, Inc.	C005	T03018-US	United States	the color "brick red" affixed to the mark	Registered	Supplemental / B Registrar	07/29/2010	85098172	10/12/2010	3862307

ExpirationDate	Renewal Date	Attorney	TRADEMARK/MASTERID
08/21/2021	08/21/2021	David R. Josephs	4223
08/23/2013	08/23/2013	David R. Josephs	4224
11/17/2019	11/17/2019	David R. Josephs	6112
11/19/2019	11/19/2019	David R. Josephs	6113
07/15/2015	07/15/2015	David R. Josephs	6121
		David R. Josephs	6988
10/12/2020	10/12/2020	David R. Josephs	6989