

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
Metalogix International Gmbh		08/04/2011	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Gold Hill Capital 2008, L.P.		
Street Address:	35 Braintree Hill Office Park		
Internal Address:	Suite 301		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85255200	METALOGIX	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- J. Paterson		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	872235		
NAME OF SUBMITTER:	Jean Paterson		
Signature:	/jep/		
Date:	08/09/2011		

CH \$40.00 85255200

Total Attachments: 8

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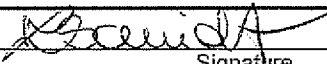
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): METALOGIX INTERNATIONAL GMBH <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>a company incorporated in Switzerland</u> Citizenship (see guidelines) <u>Switzerland</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>GOLD HILL CAPITAL 2008, L.P.</u> Internal Address: _____ Street Address: <u>35 BRAINTREE HILL OFFICE PARK, SUITE 301</u> City: <u>BRAINTREE</u> State: <u>MA</u> Country: <u>U.S.</u> Zip: <u>02184</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input checked="" type="checkbox"/> Limited Partnership Citizenship <u>DELAWARE</u> <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance)/Execution Date(s) : Execution Date(s) <u>August 4, 2011</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) SEE EXHIBIT C B. Trademark Registration No.(s) SEE EXHIBIT C Additional sheet(s) attached? <input type="checkbox"/> Yes <input type="checkbox"/> 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: <u>Corporation Service Company</u> Internal Address: <u>Suite 210</u> Street Address: <u>1180 Avenue of the Americas</u> City: <u>New York</u> State: <u>Ny</u> Zip: <u>10036</u> Phone Number: <u>212-299-5600</u> Fax Number: <u>212-299-5656</u> Email Address: <u>ORDER# 872235</u>		6. Total number of applications and registrations involved: 1	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u></u> Signature KATARZYNA SCHMIDT Name of Person Signing		Date: <u>08/08/2011</u> 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 is entered into as of August 4, 2011, by and between **GOLD HILL CAPITAL 2008, L.P.**, a Delaware limited partnership, with an office at 35 Braintree Hill Office Park, Suite 301, Braintree, MA 02184 ("Lender") and **METALOGIX INTERNATIONAL GMBH**, a company incorporated in Switzerland, with its principal place of business at Schwertstrasse 1, CH-8200, Schaffhausen, Switzerland ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation the U.S. registrations set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the U.S. patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademark and servicemark rights, including without limitation the trademark registrations and applications set forth on Exhibit C attached hereto, but excluding any U.S. intent-to-use application unless and until a Statement of Use or Amendment to Allege Use shall have been accepted by the U.S. Patent and Trademark Office (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties payable to Grantor arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its officers thereunto duly authorized as of the date first written above.

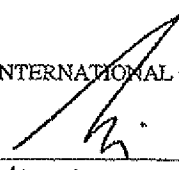
Address of Grantor:

Schwertstrasse 1, CH-8200
Schaffhausen, Switzerland

Attn: KAI HINE

GRANTOR:

METALOGIX INTERNATIONAL GMBH

By: 
Name: KAI HINE
Title: VP FINANCE

Address of Lender:

35 Braintree Hill Office Park, Suite 301
Braintree, MA 02184

Attn: Mr. Frank Tower

LENDER:

GOLD HILL CAPITAL 2008, L.P.

By: GOLD HILL CAPITAL 2008, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed by its officers thereunto duly authorized as of the date first written above.

Address of Grantor:

Schwertstrasse 1, CH-8200
Schaffhausen, Switzerland

Attn: _____

GRANTOR:

METALOGIX INTERNATIONAL GMBH

By: _____
Name: _____
Title: _____

Address of Lender:

35 Braintree Hill Office Park, Suite 301
Braintree, MA 02184

Attn: Mr. Frank Tower

LENDER:

GOLD HILL CAPITAL 2008, L.P.

By: GOLD HILL CAPITAL 2008, LLC
Its: General Partner


By:  _____
Name: Jeff Brown
Title: Associate
Gold Hill Capital

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration/ Application Number / Serial #</u>	<u>Registration/ Application Date</u>
METALOGIX	85255200	3/1/11