

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
Mutualink, Inc.		10/17/2011	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	George L. Hanseth		
Street Address:	1269 South Broad Street		
Internal Address:	c/o Mutualink, Inc.		
City:	Wallingford		
State/Country:	CONNECTICUT		
Postal Code:	06492		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77785623	SMARTPHONE COMMANDER	
CORRESPONDENCE DATA			
Fax Number:	(202)371-2540		
Phone:	202.371.2600		
Email:	nheto@skgf.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Steme, Kessler, Goldstein & Fox P.L.L.C		
Address Line 1:	1100 New York Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	2844.0000000 (TM)		
NAME OF SUBMITTER:	Michael Specht, Reg. 54,463		
Signature:	/Michael Specht/		

OP \$40.00 77785623

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TRADEMARK
REEL: 004645 FRAME: 0305

Date:

10/20/2011

Total Attachments: 4

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**NOTICE OF GRANT OF SECURITY
INTEREST IN PATENTS AND TRADEMARKS**

The undersigned, Mutualink, Inc., a Connecticut corporation, having its chief executive office and principal place of business at 1269 South Broad Street, Wallingford, Connecticut 06492 (the "Grantor"), has granted to the following parties the following described security interests, **SUCH INTERESTS BEING SUBJECT IN EACH INSTANCE TO THE INTERESTS OF SECURED PARTIES PURSUANT TO PERMITTED FINANCING AS MORE PARTICULARLY DESCRIBED HEREIN BELOW:**

1. The "Guarantors' Security Interest" which is described as:

TO George L. Hanseth, an individual residing at Bend, Oregon, as Agent and any successor agent appointed in substitution or replacement thereof from time to time, for the benefit of, and TO the guarantors, now or hereafter existing (collectively "Guarantors") pursuant to a certain Participation Agreement made by Grantor and Agent and each Guarantor and under that certain Subordinated Security Agreement made by Grantor and Agent and each Guarantor dated the same date (the "Subordinated Security Agreement"), as the same may be amended or modified hereafter, a continuing lien and security interest in:

All of Grantor's right, title and interest in and to all of the following: (i) all patents, whether United States or foreign, that are owned by Grantor or in which Grantor has any ownership right, title or interest, now or in the future, including, but not limited to (a) the patent(s) listed on **Schedule A** attached hereto (as the same may be hereafter amended/supplemented); (b) all letters patent of the United States or any other country, and all applications for letters patent of the United States or any other country; (c) all re-issues, continuations, divisions, continuations-in-part, renewals or extension of such patents; (d) the inventions disclosed or claimed therein, including the right to make, use, practice and/or sell (or license or otherwise transfer or dispose of) the inventions disclosed or claimed therein; and (e) the right (but not the obligation) to make and prosecute applications for such patents (collectively, the "Patents"); (ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any business (including such marks, names and applications described on Schedule A), whether registered or unregistered and wherever registered (collectively, the "Trademarks"); (iii) any and all past, present or future rights and interests of Grantor pursuant to any and all past, present and future licensing agreements granted by Grantor, pertaining to the Patents and/or Trademarks, used by third parties in the past, present or future, including the right to enforce, and sue and recover for, any past, present or future breach or violation of any such licensing agreement; (iv) all additions, improvements, and accessions to, all substitutions for and replacements of, and all products and proceeds (including insurance proceeds) of any and all of the foregoing;

AND;

2. The “Noteholder Security Interest” which is described as follows:

SUBJECT TO AND BEING JUNIOR IN PRIORITY AND SUBORDINATE IN ALL RESPECTS TO THE GUARANTORS’ SECURITY INTERESTS, TO Mutualink, Inc., as agent for holders (now or hereafter existing, and their respective permitted successors and assigns) of Initial, Class B, Replacement Class C and Uniform Secured Notes issued by the Grantor (“Noteholders”) in the aggregate principal face amount of \$18,000,000 and any notes or instruments issued in replacement or substitution thereof (“Secured Notes”), pursuant to a certain Amended and Restated Intellectual Property Security Agreement dated as of October 15, 2009 made by and among the Grantor and Noteholders (the “Initial Security Agreement”), as amended by a certain Master Amendment Agreement made by and among the Grantor and Noteholders dated January 1, 2011 (the “Amendment” and together with the Initial Security Agreement, as the same may be further modified or amended from time to time hereafter (the “IP Security Agreement”), a continuing lien and security interest in all of Grantor’s right, title and interest in and to all of the following

- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Schedule A attached hereto (collectively, the “Copyrights”);
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Schedule A attached hereto (collectively, the “Patents”);
- (c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire

goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule A attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

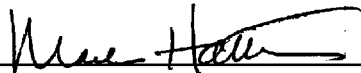
(g) All proceeds and products of the foregoing, including without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing;

PROVIDED, HOWEVER, THE FOREGOING SECURITY INTERESTS BEING COMPRISED OF THE GUARANTORS' SECURITY INTEREST AND NOTEHOLDERS SECURITY ARE IN EACH INSTANCE SUBORDINATE IN ALL RESPECTS AND JUNIOR IN PRIORITY TO THE SECURITY INTERESTS GRANTED TO ANY PARTY IN CONNECTION WITH "PERMITTED FINANCING" AS SUCH TERM IS DEFINED IN THE IP SECURITY AGREEMENT UP TO THE PRINCIPAL AMOUNT OF \$10,000,000, such interests including, but not limited to the rights and interests of (a) People's United Bank ("Lender") under certain Security Agreement dated as of October 14, 2011, made by and between Grantor and Lender (the "Lender Security Agreement") to secure Grantor's indebtedness to Lender under the terms of the Security Agreement and under the terms of that certain Loan Agreement, also dated as of October 14, 2011, as such Security Agreement and Loan Agreement may be amended and modified from time to time hereafter, or of those subsequent participants and/or successor lenders that may exist in substitution or replacement thereof, or in addition thereto.

Dated this 17th day of October, 2011.

GRANTOR:

MUTUALINK, INC.

By: 
Mark Hatten
Its Chief Executive Officer
Duly Authorized

SCHEDULE A

A. Patents

1. United States Patent No. 7,643,445, Interoperable System and Method of USC, issued January 5, 2010.

B. Patent Applications Pending

1. U.S. Utility Patent Application No. 12/651,794 dated January 4, 2010 and titled "System and Method for Establishing an Incident Communications Network".
2. U.S. Utility Patent Application No. 12/856,393 dated August 13, 2010 and titled "Mobile Interoperability Workstation Controller Having Video Capabilities Within an Incident Communications Network".
3. Provisional Patent Application No. 61/445 dated February 2, 2011 and titled "Dynamic Asset Marshalling Within an Incident Communications Network".

C. Trademarks

1. Text Mark "Smartphone Commander", Serial No. 77785623 dated July 21, 2009.