

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
epcSolutions, Inc.		03/10/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kevin J. Kail
Street Address:	10510 Beach Mill Road
Internal Address:	Suite 100, Building B
City:	Great Falls
State/Country:	VIRGINIA
Postal Code:	22066
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Angela C. Kail
Street Address:	10510 Beach Mill Road
Internal Address:	Suite 100, Building B
City:	Great Falls
State/Country:	VIRGINIA
Postal Code:	22066
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Richard L. Kail
Street Address:	2895 Casco Point Road
City:	Wayzata
State/Country:	MINNESOTA
Postal Code:	55391
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Diane M. Supemant
Street Address:	2895 Casco Point Road
City:	Wayzata

OP \$1115.00 3165633

State/Country:	MINNESOTA
Postal Code:	55391
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3165633	THINGSNET
Registration Number:	3631009	ANY ASSET, ONE NETWORK
Registration Number:	3720742	EPCSOLUTIONS
Registration Number:	3273311	TETRAGATE

CORRESPONDENCE DATA

Fax Number: (703)448-7780
 Phone: 7034481770
 Email: gipple.hale@verizon.net
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: John S. Hale
 Address Line 1: 6665A Old Dominion Drive
 Address Line 4: McLean, VIRGINIA 22101

NAME OF SUBMITTER:	John S. Hale
Signature:	/John S. Hale/
Date:	10/21/2011

Total Attachments: 12
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epcSOLUTIONS, INC.
SECURITY AGREEMENT

This Security Agreement, dated as of the 10th day of March, 2006 (the "Agreement") is executed by epcSolutions, Inc., a Delaware corporation (the "Company") in favor of Investors listed on the signature pages hereof (sometimes referred to as the "Investors" or the "Secured Parties").

In consideration of the mutual promises contained herein, and as an inducement to the Investors to lend to the Company the amounts reflected in the notes issued pursuant to the Note and Stock Purchase Agreement (the "Purchase Agreement") of even date herewith by and among the Company and the Investors (the "Notes"), the parties agree as follows:

1. Definitions. (a) Unless otherwise defined herein, terms defined in the Purchase Agreement and used herein shall have the meanings given to them in the Purchase Agreement, and the following terms are used herein as defined in Article 8 or Article 9 of the UCC: Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document, Equipment, Fixtures, General Intangible, Goods, Instruction, Instrument, Inventory, Investment Property, Letter-of-Credit Right, Payment Intangible, Proceeds and Uncertificated Security.

(b) The following terms shall have the following meanings:

"Collateral": as defined in Section 2.

"Computer Hardware and Software Collateral":

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, including all operating system software, utilities and application programs in whatsoever form;

(b) all software programs (including both source code, object code and all related applications and data files), designed for use on the computers and electronic data processing hardware described in the preceding clause (a);

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides, specifications, training materials, charts and pseudo codes) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, improvements, error corrections, updates, additions or model conversions of any of the foregoing.

"Copyright Collateral": all copyrights of the Company, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Company's rights, titles and interests in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule 1, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Schedule 1, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and Proceeds of suit, which are owned or licensed by the Company.

"Intellectual Property Collateral": collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

"Liened Assets": as defined in Section 2.

"Patent Collateral":

(a) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule 2;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, and other agreements providing any Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule 2; and

(d) all Proceeds of, and rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

"Trademark Collateral":

(a)(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule 3, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any state thereof or any other country or political subdivision thereof or otherwise, and all common law rights relating to the foregoing, and (ii) the right to obtain all reissues,

extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Company of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule 3;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

"Trade Secrets Collateral": all common law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Company (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all Documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule 4, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

"UCC": the Uniform Commercial UCC as from time to time in effect in the Commonwealth of Virginia.

1.2 Other Definitional Provisions. i) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(b) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

2. Grant of Security Interest. As security for payment of the Notes to the Investors when due and for their ratable benefit, the Company hereby grants the Investors a continuing security interest in all of the following property whether now owned or at any time hereafter acquired by the Company or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise of the Company's Obligations: Notwithstanding the foregoing, the

security interest granted herein shall not extend, and the term "Collateral" shall not include, any equipment or other property financed by a third party.

3. Collateral. The Collateral that is subject to the security interest created hereby consists of the following property:

- (a) all Accounts;
- (b) all Chattel Paper;
- (c) all Commercial Tort Claims;
- (d) all Deposit Accounts;
- (e) all Documents;
- (f) all General Intangibles;
- (g) all Goods, including but not limited to all
Equipment, Fixtures and Inventory;
- (h) all Instruments;
- (i) all Intellectual Property Collateral;
- (j) all Investment Property;
- (k) all Letter-of-Credit Rights;
- (l) all Pledged Stock;

(m) all books, records writings, databases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section 2.1; and

(n) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

Notwithstanding the foregoing, the security interest granted herein shall not extend, and the term "Collateral" shall not include, any equipment or other property financed by a third party.

3. The Company's Obligations. The Company shall pay to the Investors all amounts due and owing to the Investors under the Notes, in accordance with the terms of same, when and as the same become due.

4. Protection of the Collateral. Until such time as the principal and interest on the Notes has been paid in full, the Company shall:

(a) Maintain the Collateral in good condition and repair, except as to merchandise or assets which are sold in the ordinary course of the Company's business;

(b) Promptly pay when due all taxes and assessments due upon the Collateral and for its use and operation;

(c) Execute and deliver from time to time any endorsements, assignments, financing statements and other writings (and pay promptly all related filing fees or similar costs and expenses) to perfect, maintain and protect the security interests created hereunder and the priority thereof;

(e) Except as to merchandise or assets which are sold in the ordinary course of the Company's business, not to surrender or lose possession of (other than to Investors), sell, encumber, lease, rent, transfer or otherwise dispose of any Collateral or right or interest therein; and

(f) Keep the Collateral free of all levies and security interests or other liens or charges except those approved in writing by Investors.

5. Representations and Warranties by the Company. Except as set forth on Appendix S hereto, the Company hereby represents and warrants to the Investors that, except for the security interest created by this Security Agreement, the Company is the full legal and equitable owner of the Collateral and no other person or entity has any right, title, interest or claim in or to the Collateral or any part of the Collateral.

6. Default. An event of default under this Security Agreement shall mean an event of default as set forth in the Notes or the Purchase Agreement.

7. Rights of Investors.

(a) Upon the occurrence of any event of default, the Investors shall be entitled to declare the debt secured hereby immediately due and payable. In addition to the right of acceleration and all other rights of the Investors, the Investors shall be entitled to any and all remedies available under the Uniform Commercial Code in force in the Commonwealth of Virginia as of the date hereof, and the Investors shall be entitled to act with all of the rights and powers of the Investors. Without limitation of any of the foregoing, upon an event of default, the Investors may, at any time and from time to time, with or without judicial process and the aid or assistance of others, enter upon the premises of the Company and, without resistance or interference by the Company, take possession of the Collateral or dispose of any part or all of the Collateral on any such premises; or require the Company to assemble and make available to the Investors at the expense of the Company any part or all of the Collateral at any place or time designated by the Collateral Agent which is reasonably convenient to the Company and the Investors.

(b) Investors shall give the Company notice of the time and place of any public sale of the Collateral or of the time on or after which any private sale or other intended disposition is to be consummated, which notice shall be mailed, by first class mail, postage prepaid, to the Company in the manner set forth in Paragraph 11(b) hereof at least ten days prior to the time of such sale or other intended disposition.

(c) Each purchaser at any sale of the Collateral shall hold the property sold absolutely free from any claim or right on the part of the Company, and the Company hereby waives, to the extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted and, to the extent permitted by law, any right which it may have to demand a hearing or other judicial or administrative proceeding prior to the enforcement by Investors of any of their rights and remedies hereunder. Any public or private sale of the Collateral or any part of it shall be held at such time or times within ordinary business hours and at such place or places as Investors may fix in the notice of sale, and at any such sale the Collateral, or

the portion thereof to be sold, may be sold in one lot, as an entirety or in separate parcels, as Investors (in their sole and absolute discretion) may determine. If permitted by law, Investors, or any of them, may bid (which bid may be, in whole or in part, in the form of cancellation of indebtedness) for the purchase of the Collateral.

(d) Investors shall not be obligated to make any sale of the Collateral, or any part of it, if they determine not to do so, regardless of the fact that notice of sale of the Collateral may have been given. Investors, may, without notice or publication, adjourn a public or private sale of the Collateral, or cause the same to be adjourned from time to time by announcement, at the time and place fixed for sale, and such sale may, without further notice be made at the time and place to which the same was so adjourned.

(e) As between the Investors, the rights granted hereunder shall be employed on a pari passu basis. In the event an Investor is identified alone as the creditor or secured party in any financing statement or similar document, such Investor shall hold and exercise any rights arising therefrom for the benefit of all Investors on a pari passu basis.

8. Application of the Proceeds. All proceeds of any sale of the Collateral by Investors pursuant to Section 7 shall be applied as follows:

First, to the payment of all fees and expenses incurred by such Investors in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Investors in connection therewith;

Second, to the payment of accrued interest, if any, on the Notes held by all Investors, to the date of receipt of such proceeds;

Third, to the payment of the outstanding principal balance of the Notes in proportion to the amount owed to each Investor; and

Fourth, to the Company.

9. Further Assurances. At the request of any Investor, the Company will promptly make, execute, deliver, record, register or file all such financing statements, continuation statements and amendments thereto, and other instruments, acts, pledges, assignments and transfers (or cause the same to be done) and will deliver to such Investors such instruments constituting or evidencing items of the Collateral as may be requested by such Investors to better assure it with respect to the security interests granted pursuant to this Agreement. The Company will cause all security instruments, notices and financing statements to be duly registered, recorded and filed and to be duly reregistered, rerecorded and refiled at the time and in the places now or hereafter required by all applicable laws for the proper maintenance of the validity and priority of the security interests and liens given as described above, and will pay all fees, charges, or taxes imposed with respect to any such registration, recording or filing.

10. Termination of the Security Interest. The security interest created pursuant to this Security Agreement shall terminate upon payment in full of the Notes to the Investors.

11. Miscellaneous.

(a) The Company waives any right to require Investors: (i) to proceed against any person, firm or corporation; (ii) to exhaust any Collateral it may hold at any time; (iii) to apply any Collateral in any order; or (iv) to

pursue any other remedy whatsoever in an Investor's power. Neither this Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and the Investors in accordance with Section 4.4 of the Purchase Agreement.

(b) All notices, requests, demands and other communications hereunder shall be made and delivered as prescribed in the Purchase Agreement.

(c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(d) This Agreement shall be governed in all respects by the internal laws of the Commonwealth of Virginia. Any and all disputes arising out of or related to this Agreement shall be adjudicated exclusively in the state courts located in Fairfax County, Virginia and the federal courts located in Alexandria, Virginia.

(e) This Security Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument by signing any such counterpart.

(f) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Investors and their assignees and shall not operate to the benefit of any other third parties.

(g) Capitalized terms which are not defined in this Agreement shall have the meanings ascribed to them in the Uniform Commercial Code as in effect in the Commonwealth of Virginia from time to time.

IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement as of the date specified in the first paragraph of this Security Agreement.

epcSolutions, Inc.

By: _____

(signature)

Print name and title

INVESTORS:

By: _____

Keith J. Kail

By: _____

Angela E. Kail

By: _____

Richard L. Kail

By: _____

Diane M. Superant

Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Author(s)</u>	<u>Title</u>
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Copyright/Mask Work Pending Registration Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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Copyright/Mask Work Registration Applications In Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Author(s)</u>	<u>Title</u>
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Item B. Copyright/Mask Work Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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Item A. Patents

Issued Patents

<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Pending Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Patent Applications In Preparation

<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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Item B. Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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TRADEMARK APPLICATIONS IN PREPARATION

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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Schedule 4

Trade Secret or Know How Licenses

APPENDIX 5

List of Existing Company Liens