

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Segmint Inc.		10/17/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Director of Development of the State of Ohio		
<b>Street Address:</b>	77 South High Street		
<b>Internal Address:</b>	P.O. Box 1001		
<b>City:</b>	Columbus		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	43216-1001		
<b>Entity Type:</b>	STATE AGENCY: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77328468	SEGMINT	
<b>Serial Number:</b>	77576288	KLI	
<b>Serial Number:</b>	77958893	KBI	
<b>Serial Number:</b>	77959167	THE SEGMINT WAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(330)252-5418		
<b>Phone:</b>	330-258-6418		
<b>Email:</b>	pmcintyre@bdbl.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Patricia A. McIntyre		
<b>Address Line 1:</b>	3800 Embassy Pkwy		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Akron, OHIO 44333		
<b>NAME OF SUBMITTER:</b>	Patricia A. McIntyre		

OP \$115.00 77328468

**900206623**

**TRADEMARK**  
**REEL: 004657 FRAME: 0181**

Signature:	/Patricia A. McIntyre/
Date:	11/08/2011
<b>Total Attachments: 5</b> source=Segmint Security Agreement as to Trademarks#page1.tif source=Segmint Security Agreement as to Trademarks#page2.tif source=Segmint Security Agreement as to Trademarks#page3.tif source=Segmint Security Agreement as to Trademarks#page4.tif source=Segmint Security Agreement as to Trademarks#page5.tif	

*Execution Copy*

**SECURITY AGREEMENT AS TO  
TRADEMARKS AND LICENSES**

**THIS SECURITY AGREEMENT AS TO TRADEMARKS AND LICENSES** (this "*Trademark Security Agreement*") is made as of October 17, 2011, by and between Segmint Inc., a Delaware corporation (the "*Grantor*"), having an office at 30B Northeast Avenue, Ste. 211, Tallmadge, Ohio 44278, and The Director of Development of the State of Ohio (the "*Director*"), whose address is 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001.

**RECITALS**

A. Grantor is the owner of certain registered trademarks listed in *Exhibit A* attached to this Agreement.

B. Grantor has executed a \$1,500,000 Cognovit Promissory Note, dated October 17, 2011, in favor of the Director (as modified, amended, restated, or replaced, the "*Note*").

C. To secure the Note, Grantor has agreed to grant the Director a security interest in all of its right, title, and interest in and to the trademarks, described in *Exhibit A*, and the goodwill of the business connected with the use of, and symbolized by, such trademarks (the "*Goodwill*") as security for a loan in a principal amount of up to \$1,500,000 (the "*Loan*") from the Director to the Grantor under the Loan Agreement dated of even date with this Trademark Security Agreement between the Director and the Grantor. The Grantor has granted a lien on certain of its assets, including the trademarks described on *Exhibit A* which are subject to this Trademark Security Agreement under the terms of a Security Agreement dated October 17, 2011 (the "*General Security Agreement*") executed by the Grantor in favor of the Director.

D. Grantor is the owner of the entire right, title, and interest in the trademarks and Goodwill which are the subject of this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, Grantor hereby:

1. Grants to Director as security for the Loan, a continuing security interest in and to the trademarks listed in *Exhibit A* and to the Goodwill, and a security interest in and to all trademarks and Goodwill acquired by Grantor after the date of this Trademark Security Agreement under the terms of the General Security Agreement.

2. Grants to the Director as security for the Loan, a security interest in and to any license agreements in which Grantor is or becomes licensed to use know-how, a patent, copyright, mask work, semi-conductor chip product, trademark, trade secret, or other proprietary right (except to the extent that such license agreements grant licenses which by their terms may not be assigned or otherwise transferred or encumbered by the Grantor, as specified as of the date hereof on *Exhibit B* and from time to time thereafter); and

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to note in the record the existence of the security interest granted hereunder with respect to each of the trademarks listed in *Exhibit A* and, subject to any restrictions on assignment and the granting of liens thereon, to the Goodwill and to all trademarks and Goodwill acquired by Grantor after the date hereof.

**IN WITNESS WHEREOF**, Grantor has caused this Trademark Security Agreement to be signed by its authorized officer and duly attested the day and year first above written.

**[Signature appears on next page]**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OHIO                    )  
  ) ss:  
COUNTY OF SUMMIT            )

On this 10th day of October, 2011, before me personally came Russel R. Heiser, II, to me known, who, being duly sworn, did depose and state that he is the President and Chief Executive Officer of Segmint Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Erin E. Bickar  
Notary Public

My commission expires: 10-26-11

[SEAL]

ERIN E. BICKAR, NOTARY  
STATE OF OHIO  
MY COMMISSION EXPIRES: 10/26/11

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EXHIBIT A

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
SEGMINT	77328468	3683754	September 15, 2009
KLI	77576288	3811575	September 23, 2008
Kbi	77958893	3990893	August 3, 2010
THE SEGMINT WAY	77959167	3990894	August 3, 2010

EXHIBIT B

NON-ASSIGNABLE LICENSES

None.

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