

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
Ascio Technologies, Inc.		02/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Corporate Trustee Company (UK) Limited, as Security Agent		
Street Address:	8 Canada Square, Level 24		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HQ		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2884699	ASCIO	
CORRESPONDENCE DATA			
Fax Number:	(202)912-8050		
Phone:	202-912-8005		
Email:	mark.fiekers@ashurst.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:	Mark Fiekers		
Address Line 1:	1875 K Street		
Address Line 2:	Suite 750		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	PROJECT NEWTON		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 2884699

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Mark Fiekers

Signature:

/Mark Fiekers/

Date:

02/16/2012

Total Attachments: 4

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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Ascio Technologies, Inc., a Delaware Corporation (the "**Grantor**"), hereby grants to HSBC Corporate Trustee Company (UK) Limited, as Security Agent for the benefit of the Secured Parties, (the "**Grantee**"), a security interest in all of the Assignor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether presently existing or hereafter arising or acquired:

(i) each United States trademark, trademark registration and trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application, including each Trademark, Trademark Registration and Trademark Application referred to in Schedule A hereto;

(ii) each Trademark License, whether registered or not, including each Trademark License referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

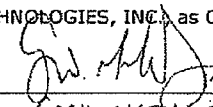
(iii) all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark or Trademark registration, including any Trademark listed on Schedule A hereto, or under any Trademark licensed under any Trademark License, including any such License listed on Schedule A hereto, or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark License.

THIS GRANT is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of February 16, 2012, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

16 IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day of February, 2012.

ASCIO TECHNOLOGIES, INC., as Obligor

By: 
Name: GARY MCEWEN
Title: CHIEF EXECUTIVE

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED, as Security Agent, as Grantee


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 16 day of February, 2012.

ASCIO TECHNOLOGIES, INC., as Obligor

By: _____
Name:
Title:

HSBC CORPORATE TRUSTEE COMPANY (UK)
LIMITED, as Security Agent, as Grantee

By:  _____
Name: Lenia Acevedo
Title: Transaction Manager

TRADEMARKS

Registration No.	Country	Issue Date	Mark
288469914	United States	July 11, 2003	ASCIO

TRADEMARK APPLICATIONS

Serial No.	Country	Filing Date	Mark
None.			

TRADEMARK LICENSES

Grantor	Serial or Registration No.	Country	Issue or Filing Date	Mark
None.				

IP Security Agreement
DC #62030