

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Mark A. Kelly		01/13/2012	INDIVIDUAL:
Ms. Vanessa C. Kelly		01/13/2012	INDIVIDUAL:
VMR Electronics, LLC		01/13/2012	LIMITED LIABILITY COMPANY:
Distinct Intuitive Designs, LLC		01/13/2012	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NBT Bank, National Association		
<b>Street Address:</b>	52 South Broad Street		
<b>City:</b>	Norwich		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	13815		
<b>Entity Type:</b>	A Banking Corporation: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85127092	ALCATRAZ	
<b>Registration Number:</b>	3707288	IDITAROD	
<b>Registration Number:</b>	3923819	RESCU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(518)581-8823		
<b>Phone:</b>	5185818800		
<b>Email:</b>	rippman@lmglaw.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>	Robert Lippman		
<b>Address Line 1:</b>	60 Railroad Place, Suite 502		
<b>Address Line 2:</b>	c/o Lemery Greisler LLC		

OP \$90.00 85127092

Address Line 4: Saratoga Springs, NEW YORK 12866

NAME OF SUBMITTER: Robert Lippman, Esq.

Signature: /s/

Date: 03/07/2012

**Total Attachments: 5**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), dated January 13, 2012, is made by Mark A. Kelly, Vanessa C. Kelly, VMR Electronics, LLC and Distinct Intuitive Designs, LLC (the "Grantors") in favor of NBT Bank, National Association, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors are giving a security interest, dated as of January 2012, to the Collateral Agent (which agreement can be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Patents and Patent Applications of the Grantors as shown on Schedule A attached hereto ("Patent Collateral"), and have agreed as a condition thereof to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. *Grant of Security.* Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising:

(i) each patent, patent application, utility model and statutory invention registration, all inventions claimed or disclosed therein and all improvements thereto ("Patents") owned by the Grantor, including, without limitation, each Patent and Patent Application referred to in Supplemental Schedule A hereto;

(ii) all registrations and applications for registration for any Patent together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations thereof;

(iii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iv) each Patent license to which the Grantor is a party, including, without limitation, each Patent license referred to in Supplemental Schedule B hereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing.

Section 2. *No Transfer of Grantor's Rights.* Except to the extent expressly permitted in the Secured Agreements, as applicable, each Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

Section 3. *Security for Secured Obligations.* The grant of continuing security interest in the Patent Collateral by each Grantor under this Patent Security Agreement secures the payment of all Secured Obligations of such Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Collateral Agent agrees that Grantors shall be allowed to reinvest all licensing and royalty payments into the operating funds for VMR Electronics, LLC received from the Patent, provided that there is no Event of Default under the Forbearance Agreement dated December 12, 2012.

Section 4. *Recordation.* Each Grantor authorizes and requests that the Commissioner for Patents and any other applicable government office record this Patent Security Agreement.

Section 5. *Execution in Counterparts.* This Patent Security Agreement may be executed in any number of counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. *Grants, Rights and Remedies.* This Patent Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the U.S. Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not create any additional rights or obligations for any party hereto. The Security Agreement (and all rights and remedies of the Collateral Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. *Governing Law.* This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Distinct Intuitive Designs, LLC

By: Mark Kelly  
Name: MARK Kelly  
Title: Member

Address for Notices:

VMR Electronics, LLC.

By: Vanessa C. Kelly  
Name: VANESSA C. Kelly  
Title: President

Address for Notices:

Mark A. Kelly  
Mark A. Kelly

Vanessa C. Kelly  
Vanessa C. Kelly

Case Number/Subcase Country Name	Case Type	Application Number/Date	Publication Number/Date	Patent Number/Date	Status Expiration Date
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1651_002 European Patent Convention	ORD	11177358.6 12-Aug-2011			Abandoned
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*Owner Name:* VMR Electronics, LLC  
*Client:* VMR Electronics, LLC  
*Agent Name:* Cabinet Laurent & Charas  
*Title:* POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING  
*Attorney(s):* JRM BFM  
*Client Ref:*  
*Agent Ref:* HT6-B-35960 BP

1651_002 Patent Cooperation Treaty	ORD	PCT/US11/48825 23-Aug-2011			Pending
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*Owner Name:* VMR Electronics, LLC  
*Client:* VMR Electronics, LLC  
*Agent Name:*  
*Title:* POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING  
*Attorney(s):* JRM BFM  
*Client Ref:*  
*Agent Ref:*

1651_002 United States of America	PRI	12/861,564 23-Aug-2010		8,025,536 27-Sep-2011	Granted 23-Aug-2030
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*Agent Name:*  
*Title:* POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING  
*Attorney(s):* JRM BFM  
*Client Ref:*  
*Agent Ref:*



Trademark Case Number/Subcase Application Number/Date Publication Number/Date Registration Number/Date Status  
ALCATRAZ 1651T004-256523 85/127,092 10-Sep-2010 22-Feb-2011 3,923,819 Registered  
Next Renewal

United States of America  
Class(es): 9  
Client: VMR Electronics, LLC  
Agent Name:  
Owner Name: Distinct Intuitive Designs, LLC  
Attorney(s): IRM  
Client Ref:  
Agent Ref:

IDITAROD 1651T005 76/696,658 02-Apr-2009 10-Nov-2009 3,707,288 Registered  
Next Renewal

United States of America  
Class(es): 9  
Client: VMR Electronics, LLC  
Agent Name:  
Owner Name: Distinct Intuitive Designs, LLC  
Attorney(s): IRM  
Client Ref:  
Agent Ref:

RESCU 1651T001 77/794,076 31-Jul-2009 13-Apr-2010 22-Feb-2011 3,923,819 Registered  
Next Renewal

United States of America  
Class(es): 9  
Client: VMR Electronics, LLC  
Agent Name:  
Owner Name: Distinct Intuitive Designs, LLC  
Attorney(s): IRM  
Client Ref:  
Agent Ref:

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