

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
APS Technology, Inc.		04/19/2012	subchapter S corporation: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Enhanced Capital Connecticut Fund I, LLC		
Street Address:	19 Halls Road, Suite 232		
City:	Old Lyme		
State/Country:	CONNECTICUT		
Postal Code:	06371		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
Name:	Enhanced Capital Connecticut Fund II, LLC		
Street Address:	19 Halls Road, Suite 232		
City:	Old Lyme		
State/Country:	CONNECTICUT		
Postal Code:	06371		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
Name:	Enhanced Capital Connecticut Fund III, LLC		
Street Address:	19 Halls Road, Suite 232		
City:	Old Lyme		
State/Country:	CONNECTICUT		
Postal Code:	06371		
Entity Type:	LIMITED LIABILITY COMPANY: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3900006	RSM	
Registration Number:	2991025	ENGINEERING SOLUTIONS FOR HARSH ENVIRONMENTS	

TRADEMARK

CORRESPONDENCE DATA

Fax Number: 8602758299

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 860-275-8285

Email: jscheib@rc.com

Correspondent Name: Jacqueline P. Scheib

Address Line 1: 280 Trumbull Street

Address Line 2: Robinson & Cole LLP

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

04/20/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”) made this 19th day of April, 2012, by and among **APS TECHNOLOGY, INC.**, a Connecticut subchapter S corporation (“Borrower”), and **ENHANCED CAPITAL CONNECTICUT FUND I, LLC**, a Connecticut limited liability company, **ENHANCED CAPITAL CONNECTICUT FUND II, LLC**, a Connecticut limited liability company, and **ENHANCED CAPITAL CONNECTICUT FUND III, LLC**, a Connecticut limited liability company (collectively, the “Lender”), in connection with that certain Credit Agreement dated as of the date hereof by and among the Borrower, the guarantors party thereto, and the Lender (as amended and in effect from time to time, the “Credit Agreement”).

Borrower and Lender hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in the Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Collateral” has the meaning set forth in Section 2.

“Commercial Tort Claims” shall have the meaning provided in the Code, except that so long as no Default or Event of Default exists, it shall refer only to such claims in an amount in excess of \$100,000 that have been asserted in judicial proceedings.

“PTO” means the United States Patent and Trademark Office.

(c) Terms Defined in Code. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to “proceeds” in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Borrower; (ii) “includes” and “including” are not limiting; (iii) “or” is not exclusive; and (iv) “all” includes “any” and “any” includes “all.” To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Credit Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Borrower hereby assigns, transfers, conveys and grants to Lender a security interest in and mortgage upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) 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 (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof; and

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to the Credit Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Lender under the Credit Agreement or other security documents referred to therein. The rights and remedies of Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference. This Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and

makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

SECTION 4. Representations and Warranties.

Borrower represents and warrants to Lender that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Borrower, in whole or in part, is set forth in **Schedule A** attached hereto and made a part hereof.

SECTION 5. Further Acts.

On a continuing basis, Borrower shall make, execute, acknowledge and deliver, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Lender may record this Agreement, an abstract thereof, or any other document describing Lender's interest in the Collateral with the PTO at the sole cost and expense of Borrower. In addition, Borrower authorizes Lender to file financing statements describing the Collateral in any Code filing office deemed appropriate by Lender. If Borrower shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, Borrower shall immediately notify Lender in a writing signed by Borrower of the brief details thereof and grant to Lender in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Lender.

SECTION 6. Authorization to Supplement.

If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Borrower's obligations under this Section 6, Borrower authorizes Lender unilaterally to modify this Agreement by amending **Schedule A** to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend **Schedule A** shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on **Schedule A**.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower, Lender and their respective successors and assigns. Borrower may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder, except as specifically permitted by the Loan Documents.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Lender unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

SECTION 10. Counterparts.

This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination.

Upon the indefeasible payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim has been asserted) and termination of Lender's obligations to extend further Loans and issue Letters of Credit, the security interests created by this Agreement shall terminate and Lender (at Borrower's expense) shall promptly execute and file such documents and instruments reasonably requested by Borrower as shall be necessary to evidence termination of all such security interests given by Borrower to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

SECTION 12. No Inconsistent Requirements.

Borrower acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees

that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices.

All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

SECTION 15. Borrowers's Use of the Collateral. The Borrower shall be permitted to control and manage the Collateral, including the right to exclude others from making, using or selling items covered by the Collateral and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

THE NEXT PAGE IS THE SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement, as of the date first above written.


APS TECHNOLOGY, INC.

By: 

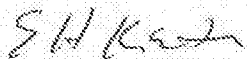
Name: PRESIDENT William E. Tooner

Title: PRESIDENT

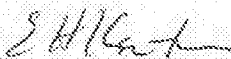
ENHANCED CAPITAL CONNECTICUT FUND I, LLC

By: 
Name: Elizabeth H. Karter
Title: Managing Director

ENHANCED CAPITAL CONNECTICUT FUND II, LLC

By: 
Name: Elizabeth H. Karter
Title: Managing Director

**ENHANCED CAPITAL CONNECTICUT FUND III,
LLC**

By: 
Name: Elizabeth H. Karter
Title: Managing Director

SCHEDULE A
to
Trademark Security Agreement

TRADEMARK	REGISTRATION NO.
RSM	3,900,006
ENGINEERING SOLUTIONS FOR HARSH ENVIRONMENTS	2,991,025

<u>Mark</u>	<u>Status</u>
APS + logo	TM
Advanced Systems for Drilling Performance	TM
SureShot	TM
CheckShot	TM
WPR	TM
VMM	TM
EMT	TM
FlowStat	TM
DDM	TM
AVD	TM
VMS	TM
VIS	TM
SoftTools	TM
WellDrill	TM
ToolJoint	TM
VacOil	TM
PetroMax	TM
WellDesigner	TM
BHABend	TM
BHAVib	TM
BHAPredict	TM
ToolBuilder	TM
SureDrill	SM

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