

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Andrews Consulting Group, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Connecticut
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Connecticut Innovations
Internal Incorporated

Address: _____

Street Address: 865 Brook Street

City: Rocky Hill

State: CT

Country: USA Zip: 06067

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Connecticut
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 13, 2012

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregg J. Lallier, Esquire

Internal Address: Udike, Kelly & Spellacy

Street Address: 100 Pearl Street

City: Hartford

State: CT Zip: 06103

Phone Number: 860-509-5347

Fax Number: 860-548-2680

Email Address: glallier@uks.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

See PTO-2038 attached; you are authorized to charge this account

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Deneen Seifel
Signature

June 14, 2012
Date

Deneen Seifel
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

TRADEMARK

OP \$140.00 8543962

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

ATTACHMENT

Names of Conveying Parties (continued)

The Andrews Group LLC (a Connecticut limited liability company)

Schedule A – Registered IPTrademarks

Specific Entity	Trademark/Copyright	Serial/Registration #	Status
Andrews Consulting Group	Trademark	Reg No. 3012309	Being Challenged - See documents*
Andrews Consulting Group	Trademark	Reg No. 3012310	
Andrews Consulting	Trademark	Serial No. 85439628	Pending. Trademark counsel reported a favorable action in Feb 2012 and requested a new specimen of use of the mark on publications. A response must be filed by July 31, 2012 to avoid abandonment.
RapidDecision	Trademark	Reg No. 2829894	Expires 4/6/2014
Rite Approach	Trademark	n/a	Cancelled 2/11/2011
RapidReconciler	Trademark	Reg No. 3046879	Expires 01/17/2016

EXECUTION VERSION**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of June 13, 2012 between **ANDREWS CONSULTING GROUP, INC.**, a Connecticut corporation ("**ACG**"), **THE ANDREWS GROUP LLC**, a Connecticut limited liability company ("**TAG**"), and **CONNECTICUT INNOVATIONS, INCORPORATED**, a Connecticut corporation (the "**Secured Party**"). **ACG** and **TAG** are referred to herein, individually and collectively, and jointly and severally, as the "**Debtor**".

WITNESSETH

WHEREAS, pursuant to the terms of a certain Loan Agreement of even date herewith between Debtor and Secured Party (as amended and in effect, the "**Loan Agreement**"), the Secured Party has agreed to purchase a Note (as defined by the Loan Agreement) from Debtor; and

WHEREAS, pursuant to that certain Security Agreement between Debtor and Secured Party dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**") Debtor has granted to the Secured Party a security interest in the Collateral (as defined by the Security Agreement), including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined herein), listed on **Schedule A** attached hereto, all to secure the payment and performance of the Obligations (as defined in the Security Agreement) under the Loan Agreement and Note issued thereunder; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

"**Copyrights**" means (a) all copyrights of the United States or any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto; and (b) all copyright registrations filed in the United States or in any other country, including, without limitation, any thereof referred on **Schedule A** attached hereto.

"**Domain Names**" means all domain names and domain name registration applications, that are owned by Debtor or in which Debtor has any right, title or interest, now or in the future, including but not limited to all derivatives or variations, whether authorized or unauthorized, including those listed on **Schedule A** attached hereto.

"**ICANN**" means the Internet Corporation for Assigned Names and Numbers.

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“**Patents**” means (a) all letters patent of the United States and all reissues and extensions thereof; and (b) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country, including, without limitation, any thereof referred to on Schedule A attached hereto.

“**Registry**” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

“**Trademarks**” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether registered in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof or otherwise, including, without limitation, any thereof referred to on Schedule A attached hereto; (b) all renewals thereof; and (c) all goodwill of the business connected with the use of and symbolized by the Trademarks.

2. SECURITY INTEREST.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations, Debtor hereby unconditionally grants to the Secured Party a continuing security interest in and lien on the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral, and all Proceeds of any of the foregoing. Debtor hereby authorizes the Secured Party to take other appropriate steps to transfer effective ownership and control of such Domain Names, Trademarks, Patents and Copyrights, with the respective Registry upon the occurrence and during the continuance of an Event of Default and the exercise of the remedies of the Secured Party under this Agreement and the Security Agreement.

2.2. Supplemental Security Agreement. Pursuant to the Security Agreement, Debtor has granted to Secured Party, a continuing security interest in and lien on the Collateral (including certain Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of Secured Party in and to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the UCC

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(including the security interest in such Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the UCC. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights that constitute Collateral (and any and all Obligations of Debtor with respect to such Domain Names, Trademarks, Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the Obligations of Debtor) in, to or with respect to the Collateral (including such Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. AFTER-ACQUIRED DOMAIN NAMES, ETC.

3.1. After-Acquired Domain Names, Copyrights, Trademarks and Patents. If, before the Obligations shall have been finally paid and satisfied in full, Debtor shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents that constitute Collateral, or become entitled to the benefit of any such Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of such Domain Name Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and Debtor shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the interests of the Secured Party therein.

3.2. Amendment to Schedule. Debtor authorizes the Secured Party to modify this Agreement and the Assignment, without the necessity of Debtor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof that constitute Collateral and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Debtor pursuant to the Security Agreement.

4. NO ASSUMPTION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS THAT CONSTITUTE COLLATERAL, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS,

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EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.** The rights and remedies of the Secured Party with respect to the Domain Names, Copyrights, Trademarks and Patents that constitute Collateral, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party, under the Security Agreement.

6. **AMENDMENT AND WAIVER.** This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

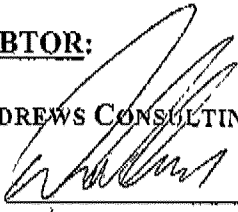
[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

[Signature Page to Intellectual Property Security Agreement]

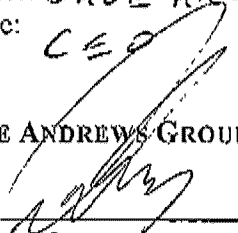
IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

DEBTOR:

ANDREWS CONSULTING GROUP, INC.

By: 
Name: DAVE ANDREWS
Title: CEO

THE ANDREWS GROUP LLC

By: 
Name: DAVE ANDREWS
Title: CEO

SECURED PARTY:

CONNECTICUT INNOVATIONS, INCORPORATED

By: _____
Name: Peter Longo
Title: President and Chief Investment Officer

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the foregoing Intellectual Property Security Agreement is signed and delivered on the date first set forth above.

DEBTOR:

ANDREWS CONSULTING GROUP, INC.


By: _____
Name:
Title:

THE ANDREWS GROUP LLC

By: _____
Name:
Title:

SECURED PARTY:

CONNECTICUT INNOVATIONS, INCORPORATED

By: 
Name: Peter Longo
Title: President and Chief Investment Officer

Schedule A – Registered IP

Trademarks

Specific Entity	Trademark/Copyright	Serial/Registration #	Status
Andrews Consulting Group	Trademark	Reg No. 3012309	Being Challenged - See documents*
Andrews Consulting Group	Trademark	Reg No. 3012310	
Andrews Consulting	Trademark	Serial No. 85439628	Pending. Trademark counsel reported a favorable action in Feb 2012 and requested a new specimen of use of the mark on publications. A response must be filed by July 31, 2012 to avoid abandonment.
RapidDecision	Trademark	Reg No. 2829894	Expires 4/6/2014
Rite Approach	Trademark	n/a	Cancelled 2/11/2011
RapidReconciler	Trademark	Reg No. 3046879	Expires 01/17/2016

Patents

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number

Domain Names

Domain Name	Expires	Purpose
andrewscg.com		
andrewsconsultinggroup.com		
rapiddecision.net		
rapidreconciler.com		
andrewscg.net		
theandrewsgroupllc.com		
jedwardadvisor.com		

Copyrights

RapidDecision, version 2.0.5	Copyright	TX0006066369	Registration remains in force for 95 years Per Attorney Linderman on 10/12/2011
Why you need a Data Warehouse	Copyright/Publication	TX7368873	Registration remains in force for 95 years Per Attorney Linderman on 10/12/2011

ACTIVE/74856.1/NADH/2831708v2
623358

Schedule A - Registered IPTrademarks

Specific Entity	Trademark/Copyright	Serial/Registration #	Status
Andrews Consulting Group	Trademark	Reg No. 3012309	Being Challenged - See documents*
Andrews Consulting Group	Trademark	Reg No. 3012310	
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