

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
Layered Technologies, Inc.		06/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fortress Credit Corp., as Agent		
Street Address:	1345 Avenue of the Americas		
Internal Address:	Attn: Layered Tech, Account Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3641443	THE VIRTUALIZATION SPECIALIST	
Registration Number:	3282288	GRIDLAYER	
Registration Number:	3590647		
Registration Number:	3285387	THE GRID LAYER	
Registration Number:	3467388	DYNVOL	
Registration Number:	3284932	LAYERED TECH	
Registration Number:	3236923	LAYEREDX	
Registration Number:	3307114	LT PACT	
Registration Number:	3144394	LAYERED TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	4048884190		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048884267		

Email: dcorey@hunton.com
Correspondent Name: Hunton & Williams LLP
Address Line 1: 600 Peachtree Street NE, Suite 4100
Address Line 2: Attn: Deborah Corey
Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	76787.000064
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NAME OF SUBMITTER:	Deborah Corey
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Signature:	/Deborah Corey/
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Date:	06/22/2012
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of June 22, 2012, by LAYERED TECHNOLOGIES, INC., a Delaware corporation ("Grantor"), in favor of FORTRESS CREDIT CORP., as agent under the Credit Agreement described below (in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among Grantor, the other Credit Parties party thereto from time to time, the Lenders party thereto from time to time, and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans to Grantor and the other Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Secured Parties, this Agreement and the Pledge and Security Agreement.

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

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement or, if not defined therein, in the Pledge and Security Agreement.

2. **Grant of Security Interest in Trademark Collateral.** To secure the prompt and complete repayment and performance of the Secured Obligations under the Credit Agreement and the other Credit Documents, Grantor hereby grants to Agent, on behalf of itself and Secured Parties, a continuing first priority Lien in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark Licenses including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future: (i) infringement or dilution of any of the foregoing and (ii) injury to the goodwill associated with any of the foregoing. For the avoidance of doubt, the Trademark Collateral and the security interest granted hereunder shall be subject to the exceptions and limitations set forth in Section 2.2 of the Pledge and Security Agreement

3. **Pledge and Security Agreement.** The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Secured Parties, pursuant to the Pledge and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the

Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Counterparts.** This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

5. **APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized representative as of the date first set forth above.

GRANTOR:

LAYERED TECHNOLOGIES, INC.

By: 

Name: John Finlayson

Title: Chief Executive Officer & Secretary


ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

FORTRESS CREDIT CORP.

By:

Name


MARK K. FURSTEIN

Title:

CHIEF OPERATING OFFICER

Schedule 1

REGISTERED TRADEMARKS

TRADEMARK/SERVICE MARK	JURISDICTION	REGISTRATION NO.	REGISTRATION DATE
The Virtualization Specialist	US	3,641,443	6/16/2009
Gridlayer	US	3,282,288	8/21/2007
2009, Miscellaneous Design (Layered Squares Design)	US	3,590,647	3/17/2009
The Grid Layer	US	3,285,387	8/28/2007
Dynavol	US	3,467,388	7/15/2008
Layered Tech	US	3,284,932	8/28/2007
LayeredX	US	3,236,923	5/1/2007
LT Pact	US	3,307,114	10/9/2007
Layered Technologies	US	3,144,394	9/19/2006

TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date
N/A		

TRADEMARK LICENSES

None.