

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
Aztec Systems, Inc.		06/14/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The F&M Bank & Trust Company		
Street Address:	3811 Turtle Creek		
Internal Address:	Suite 1725		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3500794	AZTEC	
Registration Number:	3500795	AZTEC SYSTEMS	
Registration Number:	3397743	TABLATURE	
Serial Number:	85318659	BRIDGEPOINT360	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	alison.cross@strasburger.com		
Correspondent Name:	Alison Cross		
Address Line 1:	901 Main Street		
Address Line 2:	Suite 4400		
Address Line 4:	Dallas, TEXAS 75202		
ATTORNEY DOCKET NUMBER:	23160.0113		

CH \$115.00 3500794

NAME OF SUBMITTER:	Alison Cross
Signature:	/s/
Date:	06/28/2012
Total Attachments: 20 source=Security Agreement#page1.tif source=Security Agreement#page2.tif source=Security Agreement#page3.tif source=Security Agreement#page4.tif source=Security Agreement#page5.tif source=Security Agreement#page6.tif source=Security Agreement#page7.tif source=Security Agreement#page8.tif source=Security Agreement#page9.tif source=Security Agreement#page10.tif source=Security Agreement#page11.tif source=Security Agreement#page12.tif source=Security Agreement#page13.tif source=Security Agreement#page14.tif source=Security Agreement#page15.tif source=Security Agreement#page16.tif source=Security Agreement#page17.tif source=Security Agreement#page18.tif source=Security Agreement#page19.tif source=Security Agreement#page20.tif	

SECURITY AGREEMENT

THIS SECURITY AGREEMENT ("*Security Agreement*") is entered into as of June 14, 2012, by AZTEC SYSTEMS, INC., a Texas corporation having its principal place of business in Texas ("*Debtor*"), the mailing address for which is 1345 Valwood Parkway, Suite 301, Carrollton, Texas 75006, in favor of THE F&M BANK & TRUST COMPANY ("*Secured Party*"), the mailing address for which is 3811 Turtle Creek Blvd., Suite 1725, Dallas, Texas 75219.

WHEREAS, at the time of the execution of this Security Agreement, Secured Party has lent or agreed to lend Debtor up to \$3,500,000.00, pursuant to the provisions of a Loan Agreement dated as of even date herewith, between Debtor and Secured Party (as amended, restated, amended and restated, modified or supplemented from time to time, the "*Loan Agreement*");

WHEREAS, to induce Secured Party to make the Loans provided for in the Loan Agreement, Debtor has agreed to grant a security interest in collateral herein described to secure repayment of the Loans;

THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 **Terms.** Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Loan Agreement. Certain terms used herein are defined in Appendix I hereto, which is incorporated herein. Terms not defined herein (including Appendix I) or in the Loan Agreement, that are defined in the Texas Uniform Commercial Code, as in effect on the date hereof (the "*UCC*"); provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Security Interest is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Texas, the term "*UCC*" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions), have the meanings specified in the UCC, and the definitions specified in Article 9 of the UCC control in the case of any conflicting definitions in the UCC. The singular number includes the plural and vice versa. Captions of Sections do not limit the terms of such Sections.

2.0 **Security.**

2.1 **Security Interest.** To secure payment and performance of the Obligations, Debtor grants to Secured Party a security interest in the following described property of Debtor (the "*Collateral*") wherever located, including:

- (a) Accounts;
- (b) Chattel Paper;
- (c) Deposit Accounts;
- (d) Documents;
- (e) Equipment;
- (f) General Intangibles;

- (g) Instruments;
- (h) Intellectual Property;
- (i) Inventory;
- (j) Investment Property;
- (k) Letter of Credit Rights;
- (l) Timber; and

(m) all dividends, distributions, and income attributable to proceeds, products, additions to, substitutions, replacements and supporting obligations for, model conversions, and accessions of, any and all Collateral described in this Section 2.1 ("**Proceeds**"); Proceeds include, without limitation, all proceeds of any insurance (including any surrender value therefor, any right to return, or unearned premiums), causes and rights of action, remedies, privileges, settlements, judicial and arbitration judgments and awards, indemnities, liens, warranties, or guaranties payable from time to time with respect to or security; and all ledgers, files, writings, records, books, databases, plans, drawings, and information relating to any of the foregoing, provided that the Collateral shall not include any Excluded Assets.

2.2 Debtor to Remain Liable. Anything herein to the contrary notwithstanding, Debtor shall remain liable under each of the Accounts, Chattel Paper and General Intangibles to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. The exercise by Secured Party of any of its rights hereunder shall not release Debtor from any duties under any agreement. Secured Party has no obligation or liability with respect to any of the Collateral under any agreement by reason or arising out of the assignment thereof to Secured Party or the granting to Secured Party of a security interest therein or the receipt by Secured Party of any payment relating to any such agreement.

3.0 Representations. Debtor makes the following representations to Secured Party:

3.1 Enforceability. This Security Agreement creates in favor of Secured Party a valid security interest in the Collateral, and the filing of financing statements contemplated by Section 4.10 with the Secretary of State (or equivalent governmental official) of the jurisdiction in which Debtor is organized which sufficiently indicates the Collateral, will perfect, and establish the first priority (subject to Permitted Liens) of, Secured Party's security interest hereunder in the Collateral to the extent a security interest in such Collateral may be perfected under the UCC by the filing of a financing statement.

3.2 Title to Collateral and Related Matters.

- (a) Debtor has the power to grant the Security Interest in the Collateral.
- (b) Each obligation constituting Payment Rights Collateral is a valid and enforceable obligation representing an undisputed debt owing by the Account Debtor to Debtor for a fixed sum as set forth in an invoice or other document or instrument representing the same, except (i) for credits, rebates, refunds, allowances or discounts in the ordinary course of business, (ii) as disclosed in writing to Secured Party, and (iii) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights

generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law.

(c) As of the Closing Date, Exhibit 3.4(c) lists all trade names by which Debtor is now known or has been previously known.

3.3 Address and Place of Business. The address for Debtor specified in the introductory paragraph of this Security Agreement is Debtor's correct mailing address and the location of its chief executive office. All of Debtor's records or copies thereof pertaining to the Collateral and the proceeds thereof are now maintained at its chief executive office. Within the past four (4) months, Debtor has not changed the location of its chief executive office or where it keeps its records concerning the Collateral. Debtor has no place of business other than the location shown in Exhibit 3.6.

3.4 Name and Organization of Debtor. Debtor's exact legal name, type of organization, and the jurisdiction under which Debtor is organized are as set forth in the first paragraph of this Security Agreement. Debtor's organizational identification number is set forth below Debtor's signature hereto. Debtor has not changed its name within the five (5) years immediately preceding the date of this Security Agreement and Debtor conducts no business under any other name, whether or not registered as an assumed name, except as specified in Exhibit 3.4(c).

4.0 Covenants. Debtor covenants as follows:

4.1 In General. Debtor will (a) maintain good and defensible title to all Collateral free of any Lien (other than Permitted Liens); and (b) at its cost and expense, defend any action which may affect the Security Interest or Debtor's title to the Collateral (other than actions with respect to Permitted Liens).

4.2 [Reserved.]

4.3 Processing, Sale, Collections, Etc.

(a) Debtor will use Equipment constituting Collateral solely in the conduct of Debtor's business, will keep all tangible Collateral in good order and repair (ordinary wear and tear excepted), and will not waste or destroy any part of the Equipment (other than Equipment that is no longer used or useful in Debtor's business).

(b) Until notice from Secured Party to the contrary, given after the occurrence and during the continuance of an Event of Default, Debtor (i) may, in the ordinary course of its business, at its own expense, sell, lease, or furnish under contracts of service any of the Inventory (but no such sale or use shall limit or impair the Security Interest in any proceeds thereof); (ii) will take such action with respect to collection of Intangible Collateral as Debtor may deem advisable; and (iii) may grant in the ordinary course of business, to any Person obligated on any of the Intangible Collateral, any rebate, refund, credit, discount or allowance to which such Person may be entitled, and accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Intangible Collateral.

(c) Except as permitted by Section 4.3(b) or 4.3(d) or by the Loan Agreement, Secured Party does not authorize Debtor to, and Debtor will not sell, lease, assign, license, transfer, or otherwise dispose of the Collateral or any part thereof.

(d) Any Equipment constituting Collateral which is worn out, destroyed, or damaged beyond repair or is no longer used or useful in Debtor's business may be disposed of by Debtor or as otherwise permitted by the Loan Agreement.

(e) Upon the request of Secured Party, during the continuance of an Event of Default, so long as Debtor holds any proceeds of the Collateral, Debtor will hold same separate and apart from any other property of Debtor and in trust for Secured Party and shall not commingle such proceeds with any of Debtor's funds or property.

4.4 Change of Name or Location. Debtor will not change its state of organization, name, or form of organization or conduct any of its business under any name except its legal name or those identified on Exhibit 3.4(c) without the prior, written consent of Secured Party, which consent is conditioned on Debtor's delivery of all documents necessary or desirable to perfect the Security Interest.

4.5 Mortgagees' and Landlords' Waivers. Upon the request of Secured Party, Debtor will exercise commercially reasonable efforts cause each mortgagee of all real estate owned by Debtor and each landlord of all premises leased by Debtor to execute and deliver to Secured Party instruments, in form and substance reasonably satisfactory to Secured Party, by which such mortgagee or landlord waives or subordinates all of its rights, if any, to all relevant Collateral.

4.6 Further Assurances. Debtor authorizes Secured Party to file a financing statement describing the Collateral. Secured Party may use a description of the Collateral in any financing statement as "all assets" or similar wording or any more specific wording (but shall exclude the Excluded Assets). Debtor will (a) promptly deliver to Secured Party, in due form for transfer (endorsed in blank or accompanied by duly executed, undated, appropriate blank stock or bond powers) each Certificated Security, and each item of tangible Chattel Paper, and Instrument that has a value in excess of \$25,000; (b) cause any bailee in possession of any Collateral (other than Collateral temporarily under repair) to acknowledge that such bailee will act with respect to such Collateral on the instructions of Secured Party without consent by Debtor; and (c) execute and deliver such further instruments and documents and take such further actions as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted.

5.0 Secured Party's Rights. If an Event of Default shall have occurred and be continuing:

5.1 Information. Secured Party may at any time obtain from any Person any information concerning Debtor, Debtor's business or affairs, the Collateral, or the Obligations, and neither Secured Party nor the Person furnishing such information shall be liable to Debtor in respect thereof. At any reasonable time and from time to time, Secured Party or any of its representatives may at Debtor's expense to the extent permitted by applicable law inspect the Collateral and examine, audit, inspect, verify, and make copies of and abstracts from the books and records, and visit the properties of Debtor, discuss the affairs, finances, and accounts of Debtor with any of its officers or directors and discuss the affairs, finances, and accounts of Debtor with its independent public accountants; and Debtor will permit such accountants to disclose to Secured Party all financial statements and other information they may have with respect to Debtor.

5.2 Delivery of Collateral. Secured Party may demand and Debtor shall deliver to Secured Party possession or control of any of the Collateral.

5.3 Performance by Secured Party. Secured Party may, but is not obligated to, perform or attempt to perform any agreement of Debtor contained herein. If any material part of the Collateral becomes the subject of any proceeding (other than a proceeding with respect to a Permitted

Lien) and Debtor fails to defend fully such proceeding and to protect Debtor's and Secured Party's rights in such Collateral in good faith, Secured Party may, at its option but at Debtor's cost, elect to defend and control the defense of such proceeding, and may (a) select and retain counsel, (b) determine whether settlement shall be offered or accepted, and (c) determine and negotiate all settlement terms.

5.4 Preservation. Debtor has the risk of loss of the Collateral. Secured Party's duty with respect to any Collateral in the possession of Secured Party is solely to use reasonable care in the custody and preservation of the Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Debtor may request in writing, but failure by Secured Party to comply with any such request shall not of itself be deemed a failure to exercise such reasonable care. **Secured Party is not responsible for, nor are the Obligations (or Debtor's liability with respect thereto) subject to setoff or reduction by reason of, any shortage, discrepancy, damage, loss, or destruction in or to the Collateral unless caused by the gross negligence or willful misconduct of Secured Party** nor, in any event, any depreciation in the value of the Collateral. Secured Party is not required to fulfill any of the obligations of Debtor with respect to any of the Collateral, or to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it or the sufficiency of any performance of any party under any of the Collateral, or to present or file any claim, or to take any action to enforce any performance or the payment of any amounts which have been assigned to it, in which it has been granted a security interest, or to which it may be entitled at any time. Secured Party has no duty to maintain in force, to prevent lapse or impairment of, or to exercise any rights with respect to any of the Collateral or any insurance thereon, or to exercise any rights, options or privileges respecting any of the Collateral or to take any steps necessary to preserve rights against prior or other parties or to enforce collection of the Collateral or any part thereof by legal proceedings or otherwise. The duties of Secured Party are to account to Debtor for Collateral actually received by Secured Party and to receive collections, remittances and payments on such Collateral as and when made and received by Secured Party and hold same as Collateral or apply same to the Obligations pursuant to the terms hereof.

5.5 Regarding Intangible Collateral. Secured Party may at any time without prior notice to Debtor and without the necessity of foreclosing thereon, notify any Person liable in respect of any Payment Rights Collateral to make payment directly to Secured Party and receive such payments and otherwise enforce Debtor's rights against Account Debtors. All payments so received will be applied as specified herein. Upon request of Secured Party, at any time, Debtor will so notify the Account Debtors and will indicate on all billings to Account Debtors that all monies due thereon are payable to Secured Party. Secured Party has the right to verify the Payment Rights Collateral or any portion thereof in the name of Debtor, in the name of Secured Party, or otherwise. Except as specifically permitted in this Security Agreement, Debtor will not agree to any modification of the terms of any Payment Rights Collateral without the prior written consent of Secured Party. If any Intangible Collateral evidences a security interest of Debtor in any property, Debtor will take all steps reasonably necessary to perfect such security interest. After an Account Debtor has been notified of the assignment of the Collateral to Secured Party (with a copy to Debtor), Debtor shall not release, compromise, or adjust any Payment Rights Collateral, or any guaranty, security, or lien therefor, or grant any discounts, allowances, or credits thereon, or bring any suit to enforce payment thereof. Secured Party is not liable for any error, omission, or delay occurring in the settlement, collection, or payment of or enforcement of rights with respect to any Payment Rights Collateral or of any instrument received in full or part payment thereof or in dealing with any lien, security, or guaranty of or any other contractual undertaking related to any Payment Rights Collateral. Secured Party may require Debtor to deposit in a bank account in a bank of Secured Party's choice over which Secured Party alone shall have the authority to make withdrawals, or deliver to Secured Party all checks, drafts, money, or other cash proceeds of the Collateral, immediately upon receipt thereof and in form received (except for any necessary endorsement or assignment to permit a collection). Secured Party may hold the funds in said account as additional Collateral or may, at its discretion, apply same to the

Obligations. Secured Party may attempt to collect from any Person liable in respect of any Payment Rights Collateral, by suit or otherwise, any sums due thereon and otherwise to enforce Debtor's rights with respect thereto, and may surrender, release, or exchange any Collateral therefor and extend, renew, or compromise any sums payable in connection therewith, but Secured Party is in any event entitled to charge back against Debtor any uncollected Payment Rights Collateral.

6.0 **Default.** Debtor is in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement (each an "***Event of Default***").

7.0 **Remedies.** If an Event of Default shall have occurred and be continuing, Secured Party has the following rights and remedies to the full extent permitted by applicable law:

7.1 **Acceleration.** Secured Party may declare the Obligations secured hereby, or any part thereof, immediately due and payable in accordance with the Loan Agreement, whereupon same shall be due and payable without demand, presentment for payment, notice of non-payment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices or without further action of any kind, all of which are hereby expressly waived by Debtor; and Secured Party may proceed to enforce payment of same and exercise all of the rights and remedies provided by the UCC as well as all other rights and remedies possessed by Secured Party under this Security Agreement, any other Loan Document or otherwise.

7.2 **Removal and Possession.** Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at any place designated by Secured Party which is reasonably convenient to both parties. Secured Party is entitled to immediate possession of all books and records pertaining to any of the Collateral. Secured Party may leave the Collateral on Debtor's or any other party's premises but under Secured Party's control or may remove the Collateral from the premises of Debtor or from wherever located, and, for purposes of removal and possession, Secured Party or its representatives may enter any premises of Debtor without legal process and thereafter hold or store same, and Debtor waives and releases Secured Party from all claims in connection therewith or arising therefrom, and Secured Party may maintain at Debtor's expense on Debtor's premises a custodian who may exercise Secured Party's rights to protect the Collateral.

7.3 **Sale of Collateral.**

(a) Secured Party may sell the Collateral, in one or more sales or parcels, at such price as Secured Party deems adequate and for cash or on credit or for future delivery, without assumption of any credit risk, any portion of the Collateral, at any broker's board or at public or private sale, without demand of performance or notice of intention to sell. The purchaser of any Collateral sold shall thereafter hold the same free from any claim or right, including any equity of redemption, of Debtor. Secured Party may make any such sale subject to any limitation or restriction, including but not limited to a limitation in the method of offering the Collateral or in the number or identity of prospective bidders, which Secured Party may believe to be necessary to comply with any requirement of applicable law or in order to obtain any required approval of the purchase or the purchaser by any Governmental Authority or officer. No such limitation or restriction shall cause such sale not to be considered a commercially reasonable sale, nor shall Secured Party be liable or accountable to Debtor, nor shall the Obligations be subject to any reduction, by reason of the fact that the proceeds of a sale subject to any such limitation or restriction are less than otherwise might have been obtained. Without notice to or consent by Debtor Secured Party may exercise all rights as the insured, beneficiary, or owner of any insurance policy and may surrender same and receive the surrender value thereof or sell same pursuant to the terms thereof.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor commercially reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of commercially reasonable notice are met if such notice is given in accordance with Section 10.1 at least ten (10) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling, leasing or the like shall include Secured Party's attorneys' fees and legal expenses, and all such expenses shall be borne by Debtor. Public or private sales, for cash or on credit, to a wholesaler or retailer or investor, or use of Collateral of the types subject to this Security Agreement, or public auction, are commercially reasonable since differences in the sales prices generally realized in the different kinds of sales are ordinarily offset by the differences in the costs and the credit risks of such sales.

(c) At any sale Secured Party may sell any part of the Collateral without warranty of any kind and may specifically disclaim any warranty of title or the like, and none of the foregoing will be considered to make the sale not commercially reasonable.

7.4 Other Rights.

(a) Secured Party may exercise all other rights it may have under any of the other agreements between Debtor and Secured Party, or under applicable law. Secured Party is entitled to the appointment of a receiver to take possession of all or any portion of the Collateral and to exercise any such powers as the court confers upon the receiver.

(b) Secured Party may accept all or part of the Collateral in full or, if Debtor so agrees in writing, partial satisfaction of the Obligations in accordance with the UCC.

7.5 Exercise of Rights. Secured Party may exercise its rights with respect to the Collateral in such manner and in such order as Secured Party determines, and Secured Party is not required to license, sell, or dispose of any part of the Collateral or to collect, or attempt to collect, any sum payable by reason of the Collateral before Secured Party may collect the Obligations, nor is Secured Party obligated to attempt to collect the Obligations before licensing, selling, or disposing of any part of the Collateral. Secured Party may, without foreclosing thereon, license, collect and otherwise enforce all amounts owing on the Collateral or any proceeds or otherwise enforce all of Debtor's or Secured Party's rights in any of the Collateral. Neither Debtor nor any other party liable in respect of the Obligations may direct the application of any proceeds received by Secured Party, and Secured Party may apply any such proceeds as herein provided.

7.6 Proceeds of Sale.

(a) All proceeds of sale or other disposition or collection of the Collateral, at Secured Party's discretion and to the extent permitted by applicable law, shall be applied first to all reasonable and documented out-of-pocket costs and expenses of sale or other disposition or collection, including reasonable and documented out-of-pocket attorneys' fees, and reasonable and documented out-of-pocket expenses for holding, preparing for sale, and selling the property; second, in whatever order Secured Party elects, to payment of the Obligations; third, to the settling of any other Liens or claims against the Collateral. If the Obligations are fully satisfied and there are no other claims to any surplus, Debtor is entitled to any surplus of the Collateral or the proceeds received therefrom, but Debtor remains liable for any deficiency.

(b) If Secured Party sells any of the Collateral on credit, Debtor is entitled to credit on the Obligations for those payments actually made by the purchaser received by Secured Party and applied to the debt of the purchaser for such purchase.

8.0 **Attorney-In-Fact.** Debtor appoints Secured Party as Debtor's attorney-in-fact (without requiring it to act as such) with full power of substitution to do any act which Debtor is obligated by this Security Agreement to do, including, without limitation, (a) to receive cash and to receive and to endorse the name of Debtor on all checks, drafts, money orders, or other instruments for the payment of monies that are payable to Debtor and constitute collections of the Collateral, (b) to execute in the name of Debtor assignments, documents, financing statements, amendments of financing statements, and other papers deemed necessary or appropriate by Secured Party to perfect, preserve, or enforce the Security Interest; (c) to exercise all rights of Debtor in the Collateral, and (d) to prepare, adjust, execute, deliver, and receive payment under insurance claims and to collect and receive payment of and endorse any instrument in payment of loss or return premiums on any other insurance refund or return and to apply such amounts as received by Secured Party, at Secured Party's sole option, toward repayment of the Obligations or replacement of the Collateral. The power of attorney herein conferred is granted for valuable consideration, is coupled with an interest, and is irrevocable so long as any part of the Obligations is unpaid. Secured Party agrees it will not exercise its powers as attorney-in-fact unless an Event of Default has occurred and is continuing.

9.0 **Right of Setoff.** If an Event of Default shall have occurred and be continuing, Secured Party is authorized at any time and from time to time, without notice to Debtor or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special) and any other indebtedness at any time held or owing by Secured Party to or for the credit or the account of Debtor against and on account of the liabilities of Debtor to Secured Party under this Security Agreement or any other agreement between Debtor and Secured Party, including, without limiting the generality of the foregoing, all claims of any nature or description, whether or not Secured Party has made any demand hereunder and although said liabilities or claims, or any of them, are contingent or unmaturing and whether or not other security held by Secured Party is considered by Secured Party to be adequate.

10.0 **Miscellaneous.**

10.1 **Notices.** All notices, requests, demands, or other communications to or upon the parties hereto shall be deemed to have been given or made if given or made in accordance with Section 15.1 of the Loan Agreement.

10.2 **Assignment of Collateral.** Subject to Section 15.6 of the Loan Agreement, Secured Party may assign all or any part of the Obligations and may assign, transfer, or deliver to any transferee of any of the Obligations any or all of the rights of Secured Party in the Collateral, and thereafter Secured Party shall be fully discharged from all responsibility with respect to the Collateral so assigned, transferred, or delivered. Such transferee shall be vested with all the powers and rights of Secured Party hereunder with respect to such Collateral, but Secured Party shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred.

10.3 **Alteration, Etc.** No waiver, amendment, modification, or alteration of any provision of this Security Agreement (individually, an "***Alteration***"), nor consent to any departure by Debtor from the terms hereof, or from the terms of any other document, is effective unless such is in writing and signed by Secured Party; and any such Alteration is effective only for the specific purpose and in the specific instance given. No waiver by Secured Party of any Event of Default shall be deemed to be a waiver of any other or subsequent Event of Default; nor shall such waiver be deemed to be a continuing

waiver. No delay of Secured Party in exercising any right shall be deemed to be a waiver thereof, nor shall one exercise of any right affect or impair the exercise of any other right. Time is of the essence in Debtor's performance hereof.

10.4 Expenses. To the extent permitted by applicable law Debtor promptly will pay, upon demand, any reasonable and documented out-of-pocket expenses incurred by Secured Party in enforcing or preserving any rights under this Security Agreement, or incurred in connection with the perfection, preservation, or defense of the Security Interest, or the custody, protection, collection, repossession, or sale of the Collateral. All such expenses shall become part of the Obligations and shall bear interest at the Default Rate from the date paid or incurred by Secured Party until paid by Debtor.

10.5 Parties Bound. The rights of Secured Party hereunder inure to the benefit of its successors and permitted assigns. The terms of this Security Agreement bind the successors and assigns of the parties hereto, but Debtor may not assign any of its rights or obligations hereunder without the prior written consent of Secured Party. All representations, warranties, and covenants of Debtor survive the execution and delivery hereof. All indemnities by Debtor in favor of Secured Party in this Security Agreement survive termination or release of this Security Agreement.

10.6 Remedies Cumulative, Etc. All rights and remedies of Secured Party hereunder are cumulative of each other and of every other right or remedy which Secured Party may otherwise have at law or in equity or under any other document for the enforcement of the Security Interest or the enforcement of any duties of Debtor or any other party liable in respect of the Obligations. The exercise by Secured Party of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

10.7 Copy as Financing Statement. A carbon, photographic, or other reproduction of this Security Agreement or a financing statement describing the Collateral is sufficient as a financing statement.

10.8 Severability. If any portion of the Obligations or if any provision of this Security Agreement is held to be invalid or unenforceable for any reason, such holding shall not affect any other portion of the Obligations or any other provision contained herein or contained in any other agreement between Debtor and Secured Party, and the same shall continue in full force and effect according to their terms.

10.9 Applicable Law. This Security Agreement and each issue related hereto, including the validity and enforceability hereof, shall be governed and construed according to and determined under the laws of the State of Texas and is performable in Texas.

10.10 Usury Savings Clause. The parties hereto intend to conform strictly to the usury laws applicable to the transactions giving rise to the Obligations. Accordingly, (a) the aggregate of all consideration which constitutes interest under controlling applicable law that is contracted for, charged, or received under the Obligations or otherwise in connection with the Obligations shall never exceed the maximum amount allowed by such applicable law, and any excess shall be credited by Secured Party on the principal amount of the Obligations (or, to the extent that the principal amount of the Obligations has been or would thereby be paid in full, refunded by Secured Party to Debtor); and (b) if the maturity of the Obligations is accelerated or if there is any required or permitted prepayment, such consideration that constitutes interest under controlling applicable law may never include more than the maximum amount allowed by such applicable law, and excess interest, if any, shall be canceled automatically as of the date of such acceleration or prepayment and, if theretofore paid, shall be credited by Secured Party on the principal amount of the Obligations (with any amount in excess of the unpaid Obligations to be refunded

by Secured Party to Debtor). To the extent that the Texas Revised Civil Statutes are relevant to Secured Party for the purpose of determining the highest lawful rate of interest allowed from time to time by applicable law, Secured Party hereby elects to determine the applicable rate ceiling under such Article by the weekly rate ceiling from time to time in effect, subject to Secured Party's right subsequently to change such method in accordance with applicable law.

10.11 Waiver of Jury Trial. EACH PARTY TO THIS SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER ANY LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.12 Conflicts. If any term hereof conflicts with any provision of the Loan Agreement, the terms of the Loan Agreement shall control. If any item of Collateral hereunder also constitutes Collateral granted to Secured Party under any other Loan Document executed by Debtor, in the event of any conflict between the provisions under this Security Agreement and those under such other Loan Document, the provision or provisions selected by Secured Party shall control with respect to such Collateral.

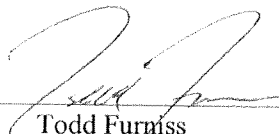
10.13 ENTIRE AGREEMENT. THIS SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[Signature page follows.]

EXECUTED as of the day, month and year first above written.

DEBTOR:

AZTEC SYSTEMS, INC.
Organizational Identification No. 133855400

By: 

Todd Furmiss
Chairman of the Board

SECURED PARTY:

THE F&M BANK & TRUST COMPANY

By: _____
Amanda Cone
Vice President

EXECUTED as of the day, month and year first above written.

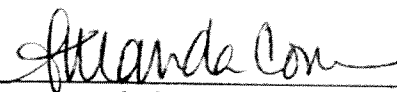
DEBTOR:

AZTEC SYSTEMS, INC.
Organizational Identification No. 133855400

By: _____
Todd Furniss
Chairman of the Board

SECURED PARTY:

THE F&M BANK & TRUST COMPANY

By:  _____
Amanda Cone
Vice President

APPENDIX I

“Accounts” means all of Debtor’s now owned or existing or hereafter acquired or arising accounts and includes all of Debtor’s rights to payment arising out of the transfer of rights in Debtor’s tangible or intangible personal property.

“Certificated Securities” means all of Debtor’s now owned or existing or hereafter acquired or arising certificated securities.

“Chattel Paper” means all of Debtor’s now owned or existing or hereafter acquired or arising, tangible and intangible chattel paper.

“Collateral” has the meaning specified in Section 2.1.

“Copyright Licenses” means any and all agreements providing for the granting of any right in or to Copyrights (whether Grantor is licensee or licensor thereunder), including each agreement referred to on **Schedule 3.17**.

“Copyrights” means all United States and foreign copyrights (including Community designs), including copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor, including the registrations and applications referred to on **Schedule 3.17**; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Copyright or any Copyright licensed under any Copyright License.

“Deposit Accounts” means all of Debtor’s now owned or existing or hereafter acquired or arising deposit accounts.

“Documents” means all of Debtor’s now owned or existing or hereafter acquired or arising documents.

“Equipment” means all of Debtor’s now owned or existing or hereafter acquired or arising equipment of every description used or useful in the conduct of Debtor’s business, and all accessories, accessions, additions, attachments, substitutions, replacements, improvements, parts, and other property now or hereafter affixed thereto or used in connection therewith.

“General Intangibles” means all of Debtor’s now owned or existing or hereafter acquired or arising general intangibles (including all payment intangibles) and in any event includes all rights to tax refunds, all copyrights, patents, trademarks, trade secrets, service marks, formulae, blueprints, technology, trade dress, logotypes, rights arising out of leases, licenses, and contracts which are not accounts, chattel paper, or instruments (including, without limitation, dividends and rights to payment arising out of partnership agreements and management contracts), computer software, options, warranties, service contracts, program services, rights to refund, reimbursement, indemnification, and subrogation, goodwill, licenses, royalties, franchises, customer lists, reversions from any retirement plan or arrangement, and all other choses in action and causes of action.

“Instruments” means all of Debtor’s now owned or existing or hereafter acquired or arising instruments, including all of Debtor’s promissory notes.

“Intangible Collateral” means all Collateral other than Equipment and Inventory.

“Intellectual Property” means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses.

“Inventory” means all of Debtor’s now owned or existing or hereafter acquired or arising goods, merchandise, and other personal property furnished under any contract of service or intended for sale or lease, including all raw materials, work in process, finished goods and materials and supplies, of any kind, nature, or description, that are used or consumed by Debtor’s business, or are or might be used in connection with the manufacture, packing, shipping, advertising, selling, or finishing of such goods, merchandise, and other personal property, all goods consigned by or to Debtor, all goods previously constituting Equipment which are at any time in question being held for sale or lease in the ordinary course of Debtor’s business, and all returned or repossessed goods now or at any time or times hereafter in the possession or under the control of Debtor.

“Investment Property” means all of Debtor’s now owned or existing or hereafter acquired or arising investment property.

“Letter of Credit Rights” means all of Debtor’s now owned or existing or hereafter acquired or arising rights to payment and performance under any letter of credit.

“Patent Licenses” means all agreements providing for the granting of any right in or to Patents (whether Grantor is licensee or licensor thereunder), including each agreement referred to on ***Schedule 3.17***.

“Patents” means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including: (a) each patent and patent application referred to on ***Schedule 3.17***; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and Proceeds of suit arising therefrom; and (g) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Patent or any Patent licensed under any Patent License.

“Payment Rights Collateral” means all Collateral consisting of (a) General Intangibles which constitute payment intangibles, (b) Accounts, and (c) Chattel Paper.

“Security Agreement” means this Security Agreement and all amendments hereof or supplements hereto.

“Security Interest” means the security interest granted by Debtor to Secured Party under this Security Agreement.


“Solvent” when used with respect to any person means that the fair value of the property of such person is on the date of determination, greater than the total amount of the liabilities (including contingent liabilities) of such person as of such date and that, as of such date, such person is able to pay all indebtedness of such person as such indebtedness matures.

“Trademark Licenses” means any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including each agreement referred to on **Schedule 3.17**.

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (a) the registrations and applications referred to on **Schedule 3.17**; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and Proceeds of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

SCHEDULE 3.17

Copyrights

File No.	Mark	Location	S/N or Reg. No.	Goods/Services	Status
13872.010 3	AZTEC Owner: Aztec Systems, Inc.	US	3,500,794	35 - Information systems management, namely, compiling and analyzing financial data relating to business management, supply chain management services and business analytics, namely, business advice and consultation 42 - Information systems management, namely, software application integration, website design, network connection, namely, integration of computer systems and networks and network security, namely, firewalls, intrusion detection, antivirus, virtual private networks, router configurations, user configuration and group policies	07/05/07 - Filed 09/16/08 - Registered 09/16/14 - 8&15 Due 09/16/18 - Renewal Due
13872.010 4	 Owner: Aztec Systems, Inc.	US	3,500,795	35 - Information systems management, namely, compiling and analyzing financial data relating to business management, supply chain management services and business analytics, namely, business advice and consultation 42 - Information systems management, namely, software application integration, website design, network connection, namely, integration of computer systems and networks and network security, namely, firewalls, intrusion detection, antivirus, virtual private networks, router configurations, user configuration and group policies	07/05/07 - Filed 09/16/08 - Registered 09/16/14 - 8&15 Due 09/16/18 - Renewal Due

File No.	Mark	Location	S/N or Reg. No.	Goods/Services	Status
13872.010 5	TABLATURE Owner: Aztec Systems, Inc.	US	3,397,743	09 - Software, namely, software for the scanning and organization of documents into a centralized database accessible from local and wide area computer networks	07/05/07 -- Filed 03/18/08 -- Registered 03/18/14 -- 8&15 Due 03/18/18 -- Renewal Due
13872.010 7	BRIDGEPOINT360 Owner: Aztec Systems, Inc.	US	85/318,659	09 - Computer software for use in data entry, aggregation and reporting of accounting and financial transactions and financial transaction data	05/11/11-- Filed 11/22/11 -- Notice of Allowance 05/22/12 -- Statement of Use or Request for Extension of Time due

Copyright Licenses

See Copyrights above

Patents

None

Patent Licenses

None

Trademarks

See Copyrights above and Exhibit 3.4(c)

Trademark Licenses

Microsoft Dynamics® GP

Microsoft Dynamics® CRM

Microsoft Dynamics® NAV

AZTEC

Aztec Systems, Inc.

TABLATURE

BRIDGEPOINT 360

M2M™ Services

OASys™

OASys Networ

OASys Protect

OASys Services

OASys® Protect ENTERPRISE

EXHIBIT 3.2(c)

Trade Names

AZTEC

Aztec Systems, Inc.

TABLATURE

BRIDGEPOINT 360

M2M™ Services

OASys™

OASys Networ

OASys Protect

OASys Services

OASys® Protect ENTERPRISE

EXHIBIT 3.6

Locations

Austin, Texas

9606 North Mopac Expressway
Suite 870
Austin, Texas 78759

Carrollton, Texas (HQ Office)

1345 Valwood Parkway
Suite 301
Carrollton, Texas 75006

Costa Rica

0-2-13 Oficentro Plaza Major Comple
Sugunda Etapa
San Jose
Costa Rica

Dallas, Texas (Data Center Location)

1950 Stemmons Freeway
Suite 2042
Dallas, Texas 75207

Okahoma City, Oklahoma

1300 North Harvey
Oklahoma City, Oklahoma 73101

Tulsa, Oklahoma

9810 East 42nd Street
Suite 213
Tulsa, Oklahoma 74146