

## 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
Plex Systems Holdings, Inc.		07/03/2012	CORPORATION: DELAWARE
Python Acquisition, Inc.		07/03/2012	CORPORATION: DELAWARE
Plex Systems, Inc.		07/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85644547	PLEX SYSTEMS	
Serial Number:	85644552	VISIONPLEX	
Serial Number:	85644554	INTELLIPLEX	
Serial Number:	85644693	POWERPLEX	
Registration Number:	3804084	PLEX ONLINE	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

TRADEMARK

ATTORNEY DOCKET NUMBER:	264588
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/03/2012
<p>Total Attachments: 8 source=7-3-12 Plex Systems-TM#page1.tif source=7-3-12 Plex Systems-TM#page2.tif source=7-3-12 Plex Systems-TM#page3.tif source=7-3-12 Plex Systems-TM#page4.tif source=7-3-12 Plex Systems-TM#page5.tif source=7-3-12 Plex Systems-TM#page6.tif source=7-3-12 Plex Systems-TM#page7.tif source=7-3-12 Plex Systems-TM#page8.tif</p>	

ADDENDUM TO TRADEMARK cover page

Additional names of conveying parties:

**PYTHON ACQUISITION, INC.**, a Delaware corporation

**PLEX SYSTEMS, INC.**, a Delaware corporation

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of July 3, 2012, is entered into by and among **PLEX SYSTEMS HOLDINGS, INC.**, a Delaware corporation f/k/a Python Holdings, Inc. (“*Holdings*”), **PYTHON ACQUISITION, INC.**, a Delaware corporation (“*Plex Acquisition*”) immediately prior to the Merger (as defined in the Credit Agreement), **PLEX SYSTEMS, INC.**, a Delaware corporation (“*Plex*”; and together with Plex Acquisition, the “*Borrower*”) immediately after the Merger (Borrower and Holdings, are, individually, a “*Grantor*”, and collectively, the “*Grantors*”) and **SILICON VALLEY BANK** (the “*Assignee*”), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 3, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Guarantee and Collateral Agreement*”), among the Assignee, the Grantors and certain of the Grantors’ affiliates, and (ii) that certain Credit Agreement, dated as of July 3, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Credit Agreement*”), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations. For the purposes of this Agreement, “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, and all common-law rights related thereto, of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof; provided, , that no United States intent-to-use trademark or service

mark application shall be included in the Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under Federal law; provided, further however after such period, each Grantor acknowledges that such interest in such trademark or service mark application shall be subject to a security interest in favor of the Administrative Agent and shall be included in the Collateral.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

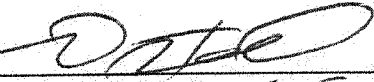
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By:   
Name: MICHAEL J. FELL  
Title: DIRECTOR

Address of Assignee: |

Silicon Valley Bank  
275 Grove Street, Suite 2-200  
Newton, MA 02466  
Attention: Mr. Michael Fell  
Facsimile No.: 617-969-4395  
E-mail: mfell@svb.com

[Signature Page to Trademark Security Agreement]

GRANTORS:

PLEX SYSTEMS, INC.

By: 

Name: Michael Twarozynski

Title: Chief Financial Officer

PLEX SYSTEMS HOLDINGS, INC.

By: \_\_\_\_\_

Name: Brian Decker

Title: President

Address of Grantors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

E-mail: \_\_\_\_\_


[Signature Page to Trademark Security Agreement]

**GRANTORS:**

**PLEX SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: Michael Twarozynski  
Title: Chief Financial Officer

**PLEX SYSTEMS HOLDINGS, INC.**

By:  \_\_\_\_\_  
Name: Brian Decker  
Title: President

Address of Grantors:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]



Schedule A to TRADEMARK SECURITY AGREEMENT

Trademark	Country	Appl. Number	Appl. Date	Reg. Number	Reg. Date	Registrant
PLEX SYSTEMS	U.S. Federal	85644547	6/6/2012			PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
VISIONPLEX	U.S. Federal	85644552	6/6/2012			PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
INTELLIPLEX	U.S. Federal	85644554	6/6/2012			PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
POWERPLEX	U.S. Federal	85644693	6/6/2012			PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326
PLEX ONLINE	U.S. Federal	77621720	11/25/2008	3804084	1/15/2010	PLEX SYSTEMS, INC. 1731 HARMON ROAD AUBURN HILLS, MICHIGAN 48326

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