

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
CognitiveTPG, LLC F/K/A CTPG Operating, LLC		08/22/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tompkins Trust Company		
Street Address:	110 North Tioga Street		
City:	Ithaca		
State/Country:	NEW YORK		
Postal Code:	14850		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2716476	LOGO EZ	
Registration Number:	2773645	LOGOEZ	
Registration Number:	3106044	RECEIPTEZ	
Registration Number:	3713170	EZ-LP	
Registration Number:	3784544	KEEP YOUR CODE. CHOOSE YOUR PRINTER.	
CORRESPONDENCE DATA			
Fax Number:	3154229331		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(315) 423-7100		
Email:	jbrunet@harrisbeach.com		
Correspondent Name:	Anne M. Schneiderman, Ph.D.		
Address Line 1:	Harris Beach PLLC		
Address Line 2:	333 West Washington Street, Suite 200		
Address Line 4:	Syracuse, NEW YORK 13202		

CH \$140.00 2716476

ATTORNEY DOCKET NUMBER:	262566
NAME OF SUBMITTER:	Anne M. Schneiderman
Signature:	/Anne M. Schneiderman 43095/
Date:	08/23/2012

Total Attachments: 9

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "*Agreement*") is made as of August 22, 2012 in favor of TOMPKINS TRUST COMPANY, a New York banking corporation with its chief office located at 110 North Tioga Street, Ithaca, New York 14850 ("*Bank*"), by COGNITIVETPG, LLC F/K/A CTPG OPERATING, LLC, a Delaware limited liability company with an address at 950 Danby Road, Suite 200, Ithaca, New York 14850 (the "*Grantor*").

1. DEFINITIONS. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "*UCC*") as amended from time to time. Any reference in this Agreement to "after an Event of Default" shall mean "after an Event of Default before a waiver, if any, of the same by Bank." The following terms shall have the following meanings when used in this Agreement:

"*Collateral*" means all Collateral, as defined in the UCC, of Grantor, and includes without limitation all assets and property of any kind or nature including without limitation all accounts (including without limitation, accounts receivable), cash, chattel paper (including electronic chattel paper and tangible chattel paper), securities (whether certificated or uncertificated), deposit accounts, documents, equipment, financial assets, fixtures, general intangibles, goods, instruments, inventory, investment property, letter-of-credit rights, letters of credit, promissory notes, securities accounts, security entitlements, software, supporting obligations, vehicles, leasehold improvements, goodwill, insurance policies and proceeds thereof and intellectual property (including among others operating systems, patents, copyrights, trademarks, tradenames, licenses, trade secrets, know-how, franchises, and proprietary and other rights in data, engineering, technical plans, drawings, information, methods, systems, processes, inventions, formulas, applications, software, programs, manuals, and technology, and all other technology and proprietary rights of Grantor and all applications to acquire such rights, and in all rights and interests in any of them unless the same are licensed or leased pursuant to an agreement that prohibits the granting of a security interest in or similar assignment of the same), of any kind or nature in which the Grantor has an interest now or in the future, and which are now existing or hereafter created or acquired, together with all additions, replacements, accessions, products, and proceeds in any form thereof.

"*Guarantor*" means CTPG Acquisition, LLC, a Delaware limited liability company with an address at 950 Danby Road, Suite 200, Ithaca, New York 14850.

"*Intercreditor Agreement*" means that certain Intercreditor Agreement, dated on or about August 22, 2012, by and among Grantor, Guarantor, Bank and Pine Street.

"*Liabilities*" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor or Guarantor to Bank (including without limitation all sums expended by the Bank for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

“Loan Agreement” means that certain Loan Agreement, dated August 22, 2012, by and among Bank, Grantor, and Guarantor.

“Pine Street” means Pine Street Capital Partners II, LP, a Delaware limited partnership.

“Seller” means ATSI Printer Sub, LLC f/k/a Cognitive TPG, LLC, a Delaware limited liability company.

“Subordination Agreement” means that certain Subordination Agreement, dated on or about August 22, 2012, by and among Grantor, Bank, and Seller.

2. SECURITY INTEREST. The Grantor hereby grants to the Bank a security interest in the Collateral to secure the payment and performance of the Liabilities. This security interest is specifically intended to be a continuing interest and shall cover Collateral in which the Grantor acquires an interest after the date of this Agreement as well as Collateral in which the Grantor now has an interest. This security interest shall continue until terminated as described in this Agreement even if all Liabilities are paid in full from time to time. The Bank shall have the right to apply the Collateral and any proceeds therefrom to all or any part of the Liabilities as and in the order the Bank may elect, whether such Liabilities are otherwise secured.

3. LOCATIONS OF GRANTOR AND COLLATERAL. The chief executive office of the Grantor is at the address shown in the preamble to this Agreement. All locations at which the Collateral will be kept or at which the Grantor does business are indicated on the Schedule attached to and made a part of this Agreement. Grantor will notify the Bank immediately of any new or changed locations at which any of the Collateral is kept, of any changed location of its chief executive office, of any change in the name of the Grantor, and of any change in the jurisdiction in which the Grantor is registered or qualified. If any of the Collateral is or will be a fixture, Grantor will provide legal descriptions and the names of record owners of the premises to which the Collateral will be affixed sufficient for perfection of the security interests of the Bank. At the request of Bank, the Grantor will provide disclaimers of interest and removal agreements, in form satisfactory to the Bank, signed by all parties other than Grantor having an interest in premises at which any Collateral is located.

4. TITLE TO COLLATERAL. Except for (i) a subordinate lien in favor of Pine Street to the extent permitted by the Intercreditor Agreement, and (ii) a subordinate lien in favor of Seller to the extent permitted by the Subordination Agreement, Grantor warrants that: (x) except for the security interest granted hereby, Grantor is the owner of the Collateral free from all liens, encumbrances, and security interests, (y) Grantor will not sell or transfer the Collateral or any interest (including, without limitation, a security interest) therein without the prior written consent of the Bank except for sales in the ordinary course of business for fair value, and (z) Grantor will defend the Collateral against the claims and demands of all persons (except for those persons who have a claim or lien permitted under this Agreement), and will cause the immediate removal and termination of any levy, execution, judgment or other lien, or similar claim of third persons to the Collateral (except for those persons who have a claim or lien permitted under this Agreement).

5. PERFECTION OF SECURITY INTEREST. Grantor will execute and deliver to the Bank such financing statements, security agreements, assignments, and other documents as

Bank may at any time reasonably request that are required to perfect or protect the security interest granted hereby. Grantor hereby authorizes the Bank to execute and file financing statements with or without the signature of the Grantor from time to time as the Bank may deem necessary or desirable. If the Collateral is a motor vehicle required to be titled under applicable law, Grantor warrants that the Bank's security interest will be recorded on the title certificates covering the Collateral and will deliver such certificates or other evidence of ownership to the Bank, as the Bank requests. Grantor hereby appoints Bank as its attorney in fact to execute and deliver notices of lien, financing statements, assignments, and any other documents, notices, and agreements necessary for the perfection of Bank's security interests in the Collateral. Grantor agrees to pay the costs of filing or perfection of the Bank's security interests, searches of the public records, and releases or assignments of the Bank's interests.

6. USE OF COLLATERAL/MAINTENANCE. Grantor will keep the Collateral in good order and repair except for normal wear and tear in the ordinary course of business. Grantor will not use the Collateral in violation of law or any policy of insurance thereon. The Bank or its nominees may inspect the Collateral and Grantor's records regarding the same during regular business hours upon reasonable advance notice, wherever located, and may make extracts therefrom and copies thereof.

7. TAXES. Unless contested in good faith, Grantor will pay promptly, when due, all taxes and assessments upon the Collateral or its use or operation, or upon this Agreement.

8. INSURANCE.

a. Grantor at all times will keep the Collateral insured in such amounts, with such insurance companies chosen by Grantor, and against such risks as set forth in the Loan Agreement.

b. After any Event of Default hereunder, the Bank may, but need not, (i) cancel, in accordance with applicable law, any insurance contract covering the Collateral or its ownership or operation, (ii) demand and receive any return premiums, unearned premium refunds and dividends payable in respect thereof (the Grantor hereby irrevocably designating, constituting and appointing Bank as its true and lawful Bank so to do) and (iii) apply any and all sums received by the Bank as a result of such cancellation, after deducting therefrom any and all expenses incident thereto, toward payment of the Liabilities.

c. Grantor will notify insurer and Bank in the event of any material loss, damage, or other casualty affecting the Collateral. Grantor hereby assigns to the Bank any and all monies which may become due and payable under any policy insuring the Collateral, directs any such insurance company to make payments directly to the Bank, and authorizes the Bank to apply such monies in payment on account of the Liabilities, whether or not due, and to remit any surplus to Grantor; provided, however, that Bank will make available to Grantor such insurance proceeds to repair or replace Collateral provided that no Event of Default has occurred and that Grantor has provided evidence satisfactory to the Bank that such proceeds together with any necessary additional funds from sources acceptable to the Bank are available for such repair or replacement and that such repair or replacement can be accomplished within a reasonable period of time and without unreasonable disruption of the Grantor's business or operations beyond any period covered by business interruption insurance. After an Event of Default, Grantor hereby

irrevocably appoints the Bank as its attorney in fact, with full power of substitution, to (i) make and adjust claims, (ii) receive all proceeds and payments including the return of unearned premiums, (iii) execute proofs of claim, (iv) endorse drafts and other instruments for the payment of money, (v) execute releases, (vi) negotiate settlements, (vii) cancel any insurance referred to in this contract, and (viii) do all other things necessary and required to effect a settlement under or to realize the benefits of any insurance policy.

9. PROTECTION OF BANK'S INTEREST. Seven or more days after the day the Bank mails the Grantor notice, upon failure of the Grantor to (i) remove liens or interests prohibited by Section 4 of this Agreement, (ii) comply with obligations to maintain Collateral pursuant to Section 6 of this Agreement, (iii) pay taxes or assessments as required by Section 7 of this Agreement, or (iv) provide evidence satisfactory to the Bank of insurance as required by Section 8 of this Agreement, the Bank in its discretion may discharge any such liens or interests, pay taxes or assessments, and obtain insurance coverage on the Collateral. The Bank also may pay any costs of perfection, searches, releases, or assignments pursuant to Section 5 of this Agreement. Grantor agrees to reimburse the Bank on demand for any and all expenditures so made, and until paid the amount thereof also shall be part of the Liabilities secured by the Collateral. Bank shall have no obligation to Grantor to make any such expenditures nor shall the making thereof relieve any default hereunder.

10. GRANTOR'S COVENANTS. So long as this Agreement remains in effect

a. Grantor will: (i) furnish Bank at such intervals as Bank may prescribe with a certificate (in such form as Bank may from time to time specify) containing such information with respect to the Collateral as Bank may reasonably require, including, without limitation, inventory listings and account agings; and (ii) keep accurate and complete records of the Collateral in accordance with generally accepted accounting principles consistently applied.

b. If requested by the Bank, Grantor will: (i) mark its records evidencing the Collateral in a manner satisfactory to the Bank so as to indicate the security interest of the Bank hereunder; (ii) deliver to the Bank to hold pursuant hereto any chattel paper, instruments, certificated securities, promissory notes, or other documents representing or relating to any of the Collateral; (iii) promptly reflect in its books, records, and reports to the Bank any claims made in regard to any Collateral; (iv) cause to be delivered to the Bank a control agreement covering any Collateral for which such an agreement is necessary for perfection of Bank's interest, (v) immediately notify the Bank if any of the Collateral arises out of contracts for the improvement of real property, deals with a public improvement or is with the United States, any state, or any department, agency or instrumentality thereof, and execute any instruments and take an steps required by the Bank in order that all moneys due or to become due under any such contract shall be assigned to the Bank and notice thereof be given as required bylaw; and (vi) fully cooperate with the Bank in the exercising of its rights and methods for verification of the Collateral.

11. DEFAULT; LOAN AGREEMENT CONTROLS. Any Event of Default under the Loan Agreement shall be an "*Event of Default*" under this Agreement. To the extent of any conflict between the provisions of this Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

12. REMEDIES.

a. Upon the occurrence of an Event of Default, the Bank may declare all of the Liabilities to be immediately due and payable and Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of New York as amended from time to time in any jurisdiction where enforcement of this Agreement is sought, in addition to all other rights and remedies at law or in equity. Among other remedies, the Bank may take immediate possession of the Collateral and for that purpose the Bank may, so far as Grantor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and secure or remove the same therefrom. Upon request of the Bank, Grantor will assemble and make the Collateral available to the Bank, at a reasonable place and time designated by the Bank. Grantor's failure to take possession of any Collateral at any time and place reasonably specified by the Bank in writing to the Grantor shall constitute an abandonment of such property. Grantor agrees that notice of the time and place of public sale of any of the Collateral or of the time after which any private sale thereof is to be made or of other disposition of the Collateral shall be deemed reasonable notice ten days after such notice is deposited in the mail or otherwise delivered to Grantor at the address shown in the preamble of this Agreement.

b. In addition to its other rights, the Bank may but shall not be obligated to notify any parties which are obligated to pay Grantor any Collateral or proceeds thereof, to make all payments directly to the Bank. Grantor authorizes such parties to make such payments directly to the Bank and to rely on notice from the Bank without further inquiry. The Bank may demand and take all necessary or desirable steps to collect such Collateral in either its or Grantor's, name, with the right to enforce, compromise, settle, or discharge any of the foregoing. The Bank may endorse Grantor's name on any checks, commercial paper, instruments, and the like pertaining to the foregoing.

c. The Bank shall not be responsible to Grantor for loss or damage resulting from the Bank's failure to enforce or collect any Collateral or any monies due or to become due under any Liability of Grantor to Bank. The Bank shall have no obligation to take, and Grantor shall have the sole responsibility for taking, any and all steps to preserve rights against any and all prior parties to any Collateral, whether or not in Bank's possession.

d. After an Event of Default, the Grantor (i) will make no material change in any account (or any contract underlying such account), chattel paper, or general intangible, and (ii) shall receive as the sole property of the Bank and hold in trust for the Bank all monies, checks, notes, drafts, and other property (collectively called "*items of payment*") representing the proceeds of any Collateral.

e. After an Event of Default, the Bank may but shall be under no obligation to: (i) notify all appropriate parties that the Collateral, or any part thereof, has been assigned to the Bank; (ii) collect any or all accounts, chattel paper, promissory notes, or general intangibles in its or Grantor's name, and apply any such collections against such Liabilities as the Bank may select; (iii) take control of any cash, or any cash or non-cash proceeds of any item of the Collateral; (iv) compromise, extend or renew any account, chattel paper, general intangible, or document, or deal with the same as it may deem advisable; and (iv) make exchanges, substitutions or surrender of items comprising the Collateral.

f. The rights of the Bank are cumulative, and the Bank may enforce its rights

under this Agreement irrespective of any other collateral, guaranty, right, or remedy it may have. The exercise of all or a part of its rights or remedies hereunder shall not prevent the Bank from exercising at the same or any other time any other right or remedy with respect to the Liabilities. The Grantor authorizes the Bank in its sole discretion to direct the order or manner of the disposition of the Collateral.

13. FEES; EXPENSES. From the proceeds realized from the Collateral the Bank shall be entitled to retain all sums secured hereby as well as its reasonable expenses of collection including without limitation those of retaking, holding, safeguarding, accounting for, preparing for sale, selling, and reasonable attorneys' fees and legal expenses. If the proceeds realized from the Collateral are not sufficient to defray said expenses and to satisfy the balance due on the Liabilities, the Grantor shall remain liable for such expenses. Any payments or proceeds from realization on the Collateral may be applied to the Liabilities in whatever order or manner the Bank elect.

14. CONTINUING AGREEMENT, TERMINATION. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This security interest shall continue in effect notwithstanding that from time to time no Liabilities may exist. This Agreement may be terminated only (i) by a written agreement of the Bank, or (ii) upon written request of Grantor at such time as the Liabilities have been satisfied in full and the Bank has no remaining commitments to Debtor of any kind.

15. NO WAIVER. Grantor agrees that no representation, promise, or agreement made by the Bank or by any officer or employee of the Bank, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Bank hereunder unless agreed by the Bank in writing. None of the rights and remedies of Bank hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Bank. No delay or omission on the part of the Bank in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed a waiver of any other right unless expressly agreed by the Bank in writing.

16. LAWS. The validity, construction, and performance of this Agreement shall be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

17. PARTIES IN INTEREST. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

18. SEVERABILITY. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof

19. MISCELLANEOUS. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

20. DELIVERY BY FACSIMILE AND EMAIL. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or email, shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of this Agreement and each such party forever waives any such defense.d

[Signature Page Immediately Follows.]

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

COGNITIVETPG, LLC F/K/A CTPG OPERATING, LLC, as Grantor

BY: 

NAME: Jason R. Hall

TITLE: President

Schedule to Security Agreement

Business Locations of Grantor:

1. 950 Danby Road, Suite 200, Ithaca, New York 14850
2. 25 Tri-State International, Suite 200, Lincolnshire, Illinois 60069
3. 4403 Table Mountain Drive # A, Golden, Colorado 80403-1685