

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
SIMPLICIKEY LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	808 17TH STREET, NW		
City:	WASHINGTON		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4091428	SIMPLICIKEY	
CORRESPONDENCE DATA			
Fax Number:	4049626571		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.885.3335		
Email:	ben.wiles@troutmansanders.com		
Correspondent Name:	Benjamin C. Wiles		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	224146.000008		
NAME OF SUBMITTER:	Benjamin C. Wiles		
Signature:	/Benjamin C. Wiles 63174/		

CH \$40.00 4091428

Date:

10/01/2012

**Total Attachments: 11**

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COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Assignment") is made as of this 28<sup>th</sup> day of September, 2012, by SIMPLICIKEY LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Assignor"), in favor of PNC BANK, NATIONAL ASSOCIATION, a national banking association (the "Bank").

RECITALS

A. Pursuant to that certain Replacement Financing and Security Agreement dated the date hereof, by and among the Bank and the Assignor, together with the other Borrowers party thereto (as amended, modified, restated, substituted, replaced, extended or renewed at any time and from time to time, the "Financing Agreement"), the Bank has made certain credit facilities (the "Credit Facilities") available to the Assignor. All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Financing Agreement.

B. The Assignor has adopted, used and is using certain patents as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the patents also as listed on SCHEDULE A (collectively, the "Patents").

C. The Assignor has adopted, used and is using certain trademarks as listed on SCHEDULE C attached hereto and made a part hereof and has applied for or has pending the trademarks also as listed on SCHEDULE C (collectively, the "Trademarks").

D. The Financing Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Bank a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Patents and Trademarks and under which the Bank is entitled to foreclose or otherwise deal with the Patents and Trademarks under the terms and conditions set forth in the Financing Agreement.

E. The Bank desires to have the interest of the Bank in such Patents and Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

F. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Bank the Patents and Trademarks and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I  
ASSIGNMENT

In consideration of and pursuant to the terms of the Financing Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt

of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Bank, all of its present and future right, title and interest in and to, and grants to the Bank a security interest in, Lien on, and collateral assignment of, the Patents and Trademarks, together with all of the Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents, Trademarks, patent applications and trademark applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any Patents, Trademarks, patent applications, or trademark applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of patents or trademarks, and (e) all rights corresponding to any of the foregoing throughout the world.

The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Bank, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Bank or in favor of such person as the Bank may designate, and may be the subject of such confirmatory instruments as the Bank may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

### Section 2.1 Patent and Trademark Existence.

The Assignor represents and warrants to the Bank, and shall be deemed to represent and warrant to the Bank at the time a Loan is made or a Letter of Credit is issued, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

(a) The Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable in the United States.

(b) Each of the Patents and Trademarks is valid and enforceable in the United States.

(c) Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, each of the Patents is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

(d) Except as set forth on SCHEDULE D to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, each of the Trademarks is free and clear of any Liens (other than Permitted Liens), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

(e) The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III  
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Bank's rights under this Assignment.

(b) It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

(c) If the Assignor obtains rights or becomes entitled to the benefit of any patent, patent application, patentable invention, trademark or trademark application (other than the Patents and Trademarks), or becomes entitled to the benefit of any patent application, patent, trademark or trademark application for any reissue, division, continuation, renewal, extension, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Bank prompt written notice thereof along with an amended SCHEDULE A and/or SCHEDULE C.

(d) The Assignor shall, at the Bank's request, obtain consents to this Assignment where the Assignor's right to assign any Patents or Trademarks requires such consent.

Section 3.2 Maintenance.

(a) Except as permitted by the provisions of the Financing Agreement, the Assignor hereby covenants and agrees to maintain the Patents and Trademarks in full force and effect until all of the Obligations are satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired.

(b) Except as permitted by the provisions of the Financing Agreement, the Assignor shall have the duty to (a) prosecute diligently any patent application or trademark application that is part of the Patents or Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all Commitments have been terminated or have expired and all Letters of Credit have been cancelled or have expired, (b) preserve and maintain all rights in such applications and/or Patents and Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Bank, to make federal patent application for patentable inventions or to make federal application for registration of registerable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Patent, Trademark, or pending application for patent registration or for trademark registration, without the consent of the Bank.

(c) Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents and Trademarks, in which event the Bank may, if necessary, at its own expense, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Bank in the fulfillment of the provisions of this paragraph.

(d) If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Bank may do so in the Assignor's name or in the Bank's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Bank in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Bank in protecting, defending and maintaining the Patents and Trademarks.

(e) The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents and Trademarks.

### Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Bank upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorney's fees and legal expenses incurred by the Bank in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Patents and Trademarks, or in enforcing the Bank's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and Trademarks, shall be borne and paid by the Assignor on demand by the Bank.

## ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

### Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Patents and Trademarks and (b) the Bank shall have no right to use the Patents or Trademarks or issue any exclusive or non-exclusive license under the Patents and Trademarks, or assign, pledge or otherwise transfer title in the Patents or Trademarks to any other party. Except as otherwise permitted by the Financing Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Permitted Liens) to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Bank.

### Section 4.2 Certain Bank Rights.

The Assignor hereby covenants and agrees that the Bank, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Virginia, and under any other applicable law, following an Event

of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Patents and Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Bank to make, constitute and appoint any officer of Bank as the Bank may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Bank or in the name of the Assignor or otherwise, for the use and benefit of the Bank to use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Patents or Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Financing Agreement, the Financing Documents and other obligations and until all of the Obligations to the Bank are satisfied in full and all Commitments and Letters of Credit have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all Commitments and all Letters of Credit, the Bank shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents and Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Bank's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Bank or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V  
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Bank" under the Financing Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Financing Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the Commonwealth of Virginia.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the day and year first above written.

WITNESS/ATTEST:

SIMPLICIKEY LLC

Richard B. French

By: [Signature] (SEAL)  
Jason J. Pizzillo  
President

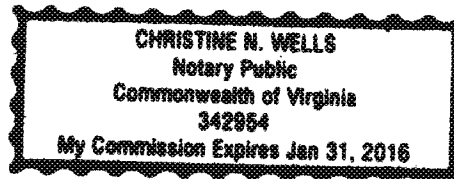
STATE/Commonwealth of Virginia, COUNTY OF Fairfax, TO WIT:

I HEREBY CERTIFY, that on this 27th day of September, 2012, before me, a Notary Public of said State, personally appeared Jason J. Pizzillo, who acknowledged himself to be the President of SimpliciKey LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained as the duly authorized President of said limited liability company by signing the name of the limited liability company by himself as President.

WITNESS my hand and Notarial Seal.

[Signature]  
Notary Public

My Commission Expires: JANUARY 31, 2016  
My Registration No.: 342954



SCHEDULE A

LIST OF PATENTS

NONE

SCHEDULE B

Patent No.

NONE

SCHEDULE C

LIST OF TRADEMARKS

<u>Mark</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SIMPLICIKEY	4,091,428 (77/827,592)	1/24/2012

SCHEDULE D

NONE