

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SIMPLICIKEY LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 28, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CMEP.MEZZANINE EWA, LLC

Street Address: 900 Third Avenue, 33rd Floor

City: New York

State: New York

Country: USA Zip: 10022

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

4,091,428

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SIMPLICIKEY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Manning

Internal Address: c/o Shulman Rogers Gandal Pordy & Ecker

Street Address: 12505 Park Potomac Avenue, 6th Floor

City: Potomac

State: Maryland Zip: 20854

Phone Number: (301) 255-0558

Docket Number: _____

Email Address: nmanning@shulmanrogers.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 502211

Authorized User Name Eric Van Vorys

9. Signature:



Signature

October 9, 2012

Date

Nancy A. Manning

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SENIOR SUBORDINATED COLLATERAL ASSIGNMENT OF PATENTS AND
TRADEMARKS AS SECURITY

THIS SENIOR SUBORDINATED COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Assignment") is made as of this 28th 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 CMEP MEZZANINE EWA, LLC, a limited liability company organized under the laws of the State of Delaware (the "Lender").

RECITALS

A. The Assignor has applied to the Lender for a certain loan under the provisions of a certain Senior Subordinated Financing and Security Agreement dated the date hereof by and between the Lender and the Assignor, together with the other Borrowers party thereto (as amended, restated, supplemented or otherwise modified, the "Financing Agreement"). 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 Lender 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 Lender 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 Lender desires to have the interest of the Lender 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 Lender 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 Lender all of its present and future right, title and interest in and to, and grants to the Lender 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 Lender, 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 Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender 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 Lender 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 and the Lien granted to the Senior Lender securing the Senior Debt), 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 and the Lien granted to the Senior Lender securing the Senior Debt), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

(c) 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:

(a) It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender'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 Lender prompt written notice thereof along with an amended SCHEDULE A and/or SCHEDULE C.

(d) The Assignor shall, at the Lender'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.

(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, (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 Lender, 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 Lender.

(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 Lender may, if necessary, at its own expense, be joined as a nominal party to such suit if the Lender 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 Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender 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 Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender 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 Lender 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 Lender 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 Lender'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 Lender.

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 Lender 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 Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, 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 Lender to make, constitute and appoint any officer of Lender as the Lender 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 Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender 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 Lender 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 Lender are satisfied in full.

Section 4.3 Rights and Remedies.

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

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations, the Lender 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 Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender'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 Lender 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 "Lender" 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 State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESS/ATTEST:

SIMPLICIKEY LLC

Robert Brundage

By: Jason J. Pizzillo (SEAL)
Jason J. Pizzillo
President

Approved and Accepted:

CMEP MEZZANINE EWA, LLC

By: _____
Name:
Title:

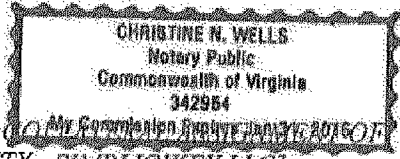
STATE/COMMONWEALTH OF Virginia, COUNTY OF Fairfax, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, 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.

Christine N. Wells
Notary Public

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



[SIGNATURE PAGE TO SENIOR SUBORDINATED (C) My Commission Expires January 31, 2016 OF PATENTS AND TRADEMARKS AS SECURITY - SIMPLICIKEY LLC]

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

WITNESS/ATTEST: SIMPLICIKEY LLC

By: _____ (SEAL)
Jason J. Pizzillo
President

Approved and Accepted:

CMEP MEZZANINE EWA, LLC

By: _____
Name: JOEL R JACKI
Title:

STATE/Commonwealth of _____, COUNTY OF _____, TO WIT:

I HEREBY CERTIFY, that on this _____ day of _____, 2012, before me, a Notary Public of said State, personally appeared Jason J. Pizzillo, who acknowledged himself to be the President of SimpliKey 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.

Notary Public

My Commission Expires:
My Registration No.:

[SIGNATURE PAGE TO SENIOR SUBORDINATED COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY - SIMPLICIKEY LLC]

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