

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
CALDER DEVELOPMENT ASSOCIATES, INC.		12/17/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	PROSPECT CAPITAL CORPORATION		
Street Address:	10 E. 40th Street, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4086951	BIOTRONIC NEURONETWORK	
Registration Number:	4130847	NEURALWATCH LLC	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	973-622-4444		
Email:	rsmith@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Robert W. Smith, Esq.		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	100 Mulberry Street, 4 Gateway Center		
Address Line 4:	Newark, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	101804/21		
NAME OF SUBMITTER:	Robert W. Smith		

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Signature:	/Robert W. Smith/
Date:	12/20/2012
Total Attachments: 7 source=TM Security Agreement - Calder Development Associates Inc (2)#page1.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page2.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page3.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page4.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page5.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page6.tif source=TM Security Agreement - Calder Development Associates Inc (2)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is entered into as of December 17, 2012, by **CALDER DEVELOPMENT ASSOCIATES, INC.**, a Michigan corporation ("**Grantor**"), in favor of **PROSPECT CAPITAL CORPORATION**, a Maryland corporation, in its capacity as agent (together with its successors and assigns, "**Agent**") for the Lenders (as hereinafter defined).

RECITALS:

A. This Trademark Security Agreement is made in favor of the Agent for the benefit of the Lenders pursuant to the Amended and Restated Term Loan Agreement dated as of the date hereof (as the same may be from time to time amended, restated, amended and restated and/or supplemented, the "**Loan Agreement**") by and among BNN Holdings Corp., a Delaware corporation (the "**Borrower**"), the Agent and each lender from time to time a party thereto (collectively, the "**Lenders**" and each, individually, a "**Lender**").

B. Grantor has executed and delivered to the Agent a Joinder Agreement, Amendment and Reaffirmation of Subsidiaries' Security Agreement dated as of the date hereof with respect to the Subsidiaries' Security Agreement dated as of August 21, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in certain property, including, without limitation, its Marks (as defined herein), to the Agent, for the benefit of the Lenders, to secure the payment and performance of the Obligations.

C. It is a condition precedent to the making of the Term Loan under the Loan Agreement that the Grantor shall have executed and delivered to the Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely

to the extent that such anti-assignment provisions are effective under the UCC) (collectively, the “**Trademark Collateral**”):

(a) All of its trademarks, service marks, trade names, trade dress, logos, designs or other indicators of source of origin to which a Grantor now or hereafter has title as well as any registration and application for registration of any of the foregoing now or hereafter made with the United States Patent and Trademark Office or any counterpart state or foreign governmental authority or owned by a Grantor and all renewals thereof, including, without limitation, each mark, registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (the property in this clause (a) being, collectively, the “**Marks**”);

(b) all rights of Grantor in all present and future agreements containing any right or license with respect to the Marks or another Person’s Marks, whether the Grantor is a licensor or a licensee under any such agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all goodwill of the business of the Grantor connected with the use of, and symbolized by, each of the items described in clauses (a) and (b); and

(d) all Proceeds (as such term is defined in the UCC) of the foregoing.

Notwithstanding anything to the contrary in this Trademark Security Agreement, nothing in this Trademark Security Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, the Grantor (“**Intent to Use Applications**”) and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Trademark Security Agreement.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to the Agent or any Lender whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor obtains rights to any new Marks or Trademark Licenses, the provisions of this Trademark Security Agreement

shall automatically apply thereto. Grantor shall give prompt notice in writing to the Agent with respect to any such new Mark or new Trademark License.

6. **APPLICABLE LAW.** This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

7. **COUNTERPARTS.** Any number of counterparts of this Trademark Security Agreement, including facsimiles, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

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

CALDER DEVELOPMENT ASSOCIATES,
INC., a Michigan corporation

By: 

Name: William J. Gecsey
Title: Chief Financial Officer,
Chief Operating Officer,
Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: _____

Name: M. Grier Eliasek
Title: President and Chief Operating Officer

Address:

10 East 40th Street, 44th Floor
New York, New York 10016

[Signature page to Trademark Security Agreement – Calder Development Associates, Inc.]

TRADEMARK
REEL: 004925 FRAME: 0768

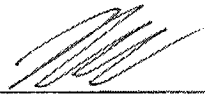
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CALDER DEVELOPMENT ASSOCIATES,
INC., a Michigan corporation

By: _____
Name: William J. Gecsey
Title: Chief Financial Officer,
Chief Operating Officer,
Treasurer and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By:  _____
Name: M. Grier Eliasek
Title: President and Chief Operating Officer



Address:

10 East 40th Street, 44th Floor
New York, New York 10016

[Signature page to Trademark Security Agreement – Calder Development Associates, Inc.]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK REGISTRATIONS

Country	Mark	Registration Number	Date of Registration	Status
U.S.A.	 The logo for BiOtronic NEURONETWORK features the word "BiOtronic" in a bold, sans-serif font with a stylized brain icon integrated into the letter "O". Below it, the words "NEURONETWORK" are written in a smaller, all-caps, sans-serif font.	4086951	01-17-2012	Registered
U.S.A.	 The logo for NeuralWatch LLC features the word "NeuralWatch" in a bold, sans-serif font with a stylized brain icon integrated into the letter "W". Below it, the letters "LLC" are written in a smaller, all-caps, sans-serif font.	4130847	4-24-2012	Registered

TRADEMARK APPLICATIONS

None.

**SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK LICENSES

None.