

12/13/2012



103652715

12/13/12

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):

Sys-Tech Solutions, Inc. d/b/a Systech International

- Individual(s)
- Partnership
- Corporation- State: New Jersey
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) November 20, 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: Horizon Technology Finance Corporation

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut

Country: USA Zip: 06032

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

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) 85/696,737 Text

B. Trademark Registration No.(s) 3,551,085 3,551,086 3,694,662 3,551,084 3,547,711 3,547,712

Additional sheet(s) attached? Yes No

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

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

Name: Eric S. Darmofal

Internal Address: _____

Horizon Technology Finance

Street Address: 312 Farmington Avenue

City: Farmington

State: Connecticut Zip: 06032

Phone Number: 860-676-8654

Docket Number: _____

Email Address: eric@horizontechfinance.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/13/2012 HTON11 00000041 3551085

Deposit Account Number _____ 40.00 OP

02 FC:8522 _____ 150.00 OP

Authorized User Name _____

9. Signature:

Signature
Eric S. Darmofal
Name of Person Signing

December 10, 2012

Date

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

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

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of November 20, 2012, is executed by SYS-TECH SOLUTIONS, INC., a New Jersey corporation with an address of 2540 U.S. Highway 130, Suite 128, Cranbury, New Jersey 08512 ("Debtor"), in favor of HORIZON TECHNOLOGY FINANCE CORPORATION, a Delaware corporation with an address of 312 Farmington Avenue, Farmington, Connecticut 06032 ("Secured Party").

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of the date hereof (the "Agreement") by and between Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Trademarks");

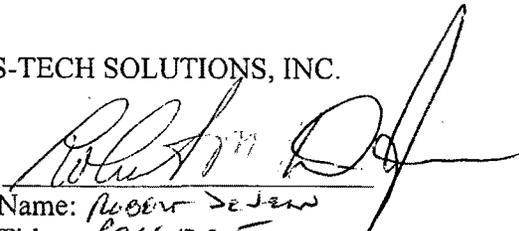
C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

SYS-TECH SOLUTIONS, INC.

By: 

Name: Robert DeJaw

Title: Pres. & CEO

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Ser No./ Reg. No.</u>	<u>Mark</u>	<u>Filing Date/ Issue Date</u>
77/249,938 3,551,085 U.S.	SYSTECH ADVISOR	AUG 8, 2007 DEC 23, 2008
77/249,951 3,551,086 U.S.	SYSTECH GUARDIAN	AUG 8, 2007 DEC 23, 2008
77/426,064 3,694,662 U.S.	SYSTECH INTERNATIONAL	MAR 19, 2008 OCT 13, 2009
77/249,928 3,551,084 U.S.	SYSTECH SENTRI	AUG 8, 2007 DEC 23, 2008
77/249,911 3,547,711 U.S.	SYSTECH TIPS	AUG 8, 2007 DEC 16, 2008
77/249,919 3,547,712 U.S.	TIPS	AUG 8, 2007 DEC 16, 2008

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<u>Ser No./ Reg. No.</u>	<u>Mark</u>	<u>Filing Date/ Issue Date</u>
85/696,737 U.S.	E-FINGERPRINT	AUG 7, 2012