

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mind Over Machines, Inc.		12/19/2012	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Susquehanna Bank		
<b>Street Address:</b>	307 International Circle		
<b>City:</b>	Hunt Valley		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21030		
<b>Entity Type:</b>	state-chartered banking corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2514724	MIND OVER MACHINES	
<b>Registration Number:</b>	3919407	THE SEVA GROUP	
<b>Registration Number:</b>	3173655	EXIMER TECHNOLOGY SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	410-727-54		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	kherber@tydingslaw.com		
<b>Correspondent Name:</b>	Kristin Herber		
<b>Address Line 1:</b>	100 E. Pratt St.		
<b>Address Line 2:</b>	26th Floor		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>NAME OF SUBMITTER:</b>	Kristin P. Herber		
<b>Signature:</b>	/Kristin P. Herber/		

OP \$90.00 2514724

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**TRADEMARK**  
**REEL: 004948 FRAME: 0727**

Date:

01/24/2013

**Total Attachments: 7**

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## GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of December 19, 2012 by and between MIND OVER MACHINES, INC., a Maryland corporation (the "Grantor"), and SUSQUEHANNA BANK, a Pennsylvania state-chartered banking corporation (the "Lender"), each of which are parties to that certain Loan and Security Agreement, dated as of December 19, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement").

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement, the Lender has agreed to provide certain loans and other financial accommodations to the Grantor, and the Grantor has agreed, among other things, to grant a security interest to the Lender in the Grantor's Patents, Trademarks and Copyrights; and

WHEREAS, in connection with the Loan and Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally and equitably bound, the Grantor hereby agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Loan and Security Agreement, the Grantor hereby grants to and creates in favor of the Lender, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on **Schedule A**, **Schedule B** and **Schedule C** attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and United States Copyright Office. The security interest granted hereby has been granted to the Lender, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

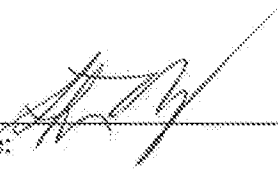
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

Signatures on Next Page. This is Page 1 of 7.

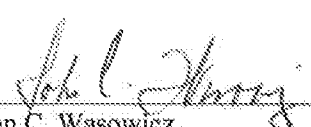
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST

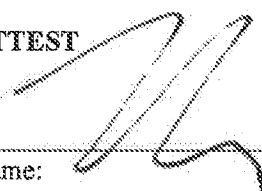
  
\_\_\_\_\_  
Name:  
Title:

LENDER:

SUSQUEHANNA BANK

By:  (SEAL)  
Name: John C. Wasowicz  
Title: Vice President

ATTEST

  
\_\_\_\_\_  
Name:  
Title:

GRANTOR:

MIND OVER MACHINES, INC.

By:  (SEAL)  
Name: Thomas W. Loveland  
Title: President

SCHEDULE A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

1. Registered Patents:

NONE.

2. Patent Applications:

NONE.

SCHEDULE B

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Trademarks:

Exact Legal Name of Owner	Mark	Status	Country of Registration / Registration Office(s)	Registration Number	Registration Date
Mind Over Machines, Inc.	Mind Over Machines	Registered	U.S. / USPTO	2,514,724	12/4/2001
Mind Over Machines, Inc.	The Seva Group	Registered	U.S. / USPTO	3,919,407	2/15/2011
Mind Over Machines, Inc.	EXIMER Technology Solutions	Registered	U.S. / USPTO	3,173,655	11/21/2006

2. Applications:

NONE.

SCHEDULE C

UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS

1. Copyrights:

Exact Legal Name of Owner	Title	Registration Number
Mind Over Machines, Inc.	Archer.	VAu000475818
Mind Over Machines, Inc.	Compass.	VAu000475819
Mind Over Machines, Inc.	Crew.	VAu000475813
Mind Over Machines, Inc.	Globe.	VAu000475817
Mind Over Machines, Inc.	Hill.	VAu000475816
Mind Over Machines, Inc.	Plans.	VAu000475815
Mind Over Machines, Inc.	View.	VAu000475814
Mind Over Machines, Inc.	SEVACM.	TX0006162149

2. Applications:

NONE.

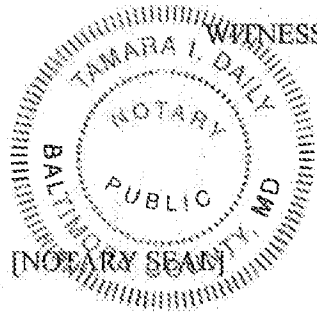
ACKNOWLEDGEMENTS

STATE OF MARYLAND ) to wit:  
~~CITY OF BALTIMORE~~ )

*County*

I HEREBY CERTIFY that on December 19, 2012, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, **THOMAS W. LOVELAND** known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Grant, and who acknowledged himself to be the President of **MIND OVER MACHINES, INC.** and that as the President of **MIND OVER MACHINES, INC.**, being authorized to do so, he executed the foregoing Grant for the purposes contained in the foregoing Grant, by signing the name **MIND OVER MACHINES, INC.**

WITNESS MY HAND AND NOTARIAL SEAL.



*Tamara L. Daily* (SEAL)  
Notary Public

My Commission Expires: 3/3/16

STATE OF MARYLAND ) to wit:  
~~CITY OF BALTIMORE~~ )

*County*

I HEREBY CERTIFY that on December 19, 2012, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared, **JOHN C. WASOWICZ** known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing Grant, and who acknowledged himself to be a Vice President of **SUSQUEHANNA BANK** and that as a Vice President of **SUSQUEHANNA BANK**, being authorized to do so, he executed the foregoing Grant for the purposes contained in the foregoing Grant, by signing the name **SUSQUEHANNA BANK**.

WITNESS MY HAND AND NOTARIAL SEAL.



*Tamara L. Daily* (SEAL)  
Notary Public

My Commission Expires: 3/3/16




**SWORN CERTIFICATION BY GRANTOR**

I declare under penalty of perjury that the attached document, captioned "Grant of Security Interest in Patents, Trademarks and Copyrights," is a true and correct copy of the original signed document.

Executed: December 19, 2012

**GRANTOR**  
MIND OVER MACHINES, INC.

By:   
Name: Thomas W. Loveland  
Title: President