

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
Recursion Software, Inc.		01/28/2013	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Paul A. Lipari		
Street Address:	Recursion Software, Inc., 2591 N. Dallas Parkway, Suite 200		
City:	Frisco		
State/Country:	TEXAS		
Postal Code:	75034		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2191293	VOYAGER	
Registration Number:	2231567	JGL	
Registration Number:	3216261	CINERGI	
CORRESPONDENCE DATA			
Fax Number:	2142000405		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(214) 651-5665		
Email:	kathy.mettee@haynesboone.com		
Correspondent Name:	Randall E. Colson, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	31986.1 (RANDALL COLSON)		
NAME OF SUBMITTER:	Randall E. Colson		

OP \$90.00 2191293

Signature:	/Randall E. Colson/
Date:	01/29/2013
Total Attachments: 6 source=Trademark_Security_Agreement_Ref._No._31986.1#page1.tif source=Trademark_Security_Agreement_Ref._No._31986.1#page2.tif source=Trademark_Security_Agreement_Ref._No._31986.1#page3.tif source=Trademark_Security_Agreement_Ref._No._31986.1#page4.tif source=Trademark_Security_Agreement_Ref._No._31986.1#page5.tif source=Trademark_Security_Agreement_Ref._No._31986.1#page6.tif	

TRADEMARK SECURITY AGREEMENT

January 28, 2013

WHEREAS, RECURSION SOFTWARE, INC., a Texas corporation (herein called "Grantor"), owns certain Trademarks (as defined below) and is a party to certain Trademark Licenses (as defined below); and

WHEREAS, Grantor has executed a Promissory Note dated as of the date hereof in favor of PAUL A. LIPARI, an individual (the "Grantee"), (as from time to time amended, supplemented, restated, increased, extended or otherwise modified, the "Note"); and

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof made by Grantor (as from time to time amended, supplemented, restated or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in and to the Trademark Collateral (as defined herein), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as such term is defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby pledges and assigns to Grantee and grants to Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the following property (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, whether now existing or hereafter incurred or arising:

- (a) each Trademark in which Grantor has any interest; and
- (b) each Trademark License.

As used herein:

"Trademark License" means any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder), including each agreement referred to on Schedule 1 hereto.

"Trademarks" means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including: (a) the registrations and applications referred to on Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and Proceeds (as defined in the Security Agreement) of the foregoing, including any income, royalties, and awards and any claim by Grantor against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as such term is defined in the Note) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee 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.

[Signature Pages Follow]

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

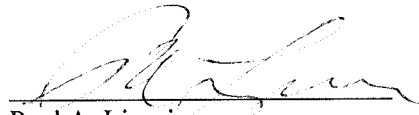
RECURSION SOFTWARE, INC.,
a Texas corporation

By:



Name: Paul A. Lipari
Title: President and Secretary

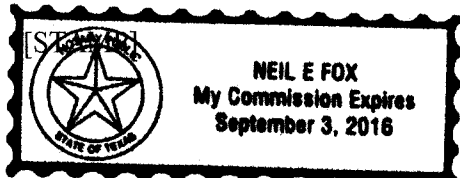
Acknowledged:



Paul A. Lipari

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on this 28 day of January, 2013, by Paul A. Lipari the President and Secretary of Recursion Software, Inc., a Texas corporation, on behalf of said corporation.



Neil E. Fox
Notary Public, State of TEXAS
Neil E. Fox
(printed name)

My commission expires: 9/3/2016

[Seal]

Schedule 1

Registered Trademarks

Country	Registered Trademark	Reg. No.	Reg. Date
U.S.A.	VOYAGER	2191293	9/22/1998
U.S.A.	JGL	2231567	3/16/1999
U.S.A.	CINERGI	3216261	3/6/2007

Trademark Applications

None

Trademark Licenses

None