

01/28/2013

RECORDED
TRANSMITTED



103654509

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

1-28-13

1. Name of conveying party(ies):

Spectrio LLC
720 Brooker Creek Blvd., St. 215
Oldsmar, FL 34677

- 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) 10/18/2012

- 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: Deerpath Funding, LP

Street Address: 405 Lexington Avenue, 71st Floor

City: New York

State: NY

Country: USA Zip: 10174

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

B. Trademark Registration No.(s)

2713274, 3760267

Additional sheet(s) attached? Yes No

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

PROFIT-TELL INTERNATIONAL, INC. (5/6/2003), PHONE ON-HOLD (3/16/2010)

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

Name: Gabriel M. Loperena, Esq.

Internal Address: Porter Hedges LLP

Street Address: 1000 Main Street, 36th Floor

City: Houston

State: TX Zip: 77002

Phone Number: (713) 226-6708

Docket Number: 010997-0001

Email Address: gloperena@porterhedges.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

01/29/2013 AMULLINS 00000001 2713274

01 FC:8521

02 FC:8522

40.00 OP

25.00 OP

Deposit Account Number _____

Authorized User Name _____

9. Signature:

1/3/2013

Signature

Date

Gabriel M. Loperena, Esq.

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

Name of Person Signing

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of October 18, 2012 (the "*Agreement*"), by and between SPECTRIO LLC, a Delaware limited liability company formerly known as Audio Messaging Solutions LLC ("*Debtor*"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under the Loan Agreement, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, Debtor, AMS Partners, LLC, a Delaware limited liability company ("*Parent*"), and each of Debtor's and Parent's respective subsidiaries, current and future (collectively with Debtor and Parent, "*Borrowers*"), Secured Party, and the lenders from time to time party thereto (collectively, "*Lenders*") have entered into that certain Amended and Restated Loan Agreement dated as of June 15, 2011 (as amended by that certain First Amendment to Amended and Restated Loan Agreement dated as of the date hereof, and as further amended, restated, or supplemented from time to time, the "*Loan Agreement*");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Amended and Restated Security Agreement dated as of June 15, 2011 (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all of all or substantially all of its assets to Secured Party;

WHEREAS, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the "*IP Collateral*"), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including but not limited to those referred to on *Schedule 1* hereto;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation and the termination of all commitments of Lenders, Secured Party shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.


SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer on the dates set out in the acknowledgments below, to be effective for all purposes as of the date first written above.

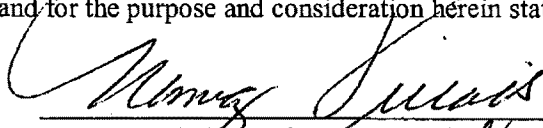
DEBTOR:

SPECTRIO LLC
 a Delaware limited liability company

By: 
 Name: Aaron Kleinhandler
 Title: Manager

STATE OF New York)
) ss.
 COUNTY OF Kings)

This instrument was acknowledged before me on 16 October, 2012, by Aaron Kleinhandler, the Manager of Spectrio LLC, a Delaware limited liability company, for and on behalf of such limited liability company, and for the purpose and consideration herein stated.

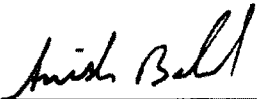

 Notary Public in and for the State of New York

NANCY VILLACIS
 Notary Public, State of New York
 No. 01V16102596
 Qualified in Kings County
 Commission Expires 12/18/2015

SECURED PARTY:

DEERPATH FUNDING, LP
a Delaware limited partnership,
as Agent

By: Deerpath Funding General Partner, Inc.
its general partner

By: 
Name: Anish Bahl
Title: Chief Financial Officer

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

This instrument was acknowledged before me on _____, 2012, by Anish Bahl, Chief Financial Officer of Deerpath Funding General Partner, Inc., a Delaware corporation, in its capacity as the general partner of Deerpath Funding, LP, a Delaware limited partnership, for and on behalf of such corporation in its capacity as the general partner of such limited partnership, and for the purpose and consideration herein stated.

Notary Public in and for the State of New York

Schedule 1


to

Patent and Trademark Security Agreement

Patents

None.

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks

Mark	Reg. No.	Reg. Date
 PROFIT-TELL International, Inc.	2713274	05/06/2003
PHONE ON-HOLD	3760267	03/16/2010

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]