

02/08/2013

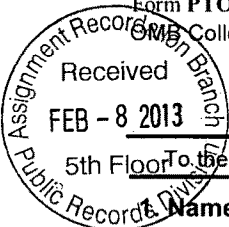
U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)

OMB Collection 0651-0027 (exp. 04/30/2015)



103655077



RECORDED
TR

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):

Alchemy Systems L.P.
8015 Shoal Creek Blvd., Suite 100
Austin, Texas 78757

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

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

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

Execution Date(s) December 28, 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 Capital II, 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
85806744, 85806752, 85806764, 85806768

B. Trademark Registration No.(s)
3882026, 3878435, 3637892, 3637927

Additional sheet(s) attached? Yes No

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

SYSTEM PLAYER, SISTEM CREATOR, SISTEM MANAGER, SISTEM EXPRESS, SISTEM [Standard Character Mark], SISTEM [Design Plus Words, Letters, and/or Numbers], AVATAR, V AVATAR

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: 010997-0052

Email Address: gloperena@porterhedges.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 275.00

Refund Ret: 02/08/2013 KNGUYENI 0000177859

- Authorized to be charged to deposit account
 - Enclosed
- CHECK Refund Total: \$60.00

8. Payment Information:

02/08/2013 KNGUYENI 00000031 85806744

01 FC:8521

Deposit Account Number _____ 40.00 DP

Authorized User Name _____ 175.00 DP

9. Signature:

2/6/2013

Signature

Date

Gabriel M. Loperena, Esq.

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

10

Name of Person Signing

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

TRADEMARK
REEL: 004967 FRAME: 0514

02/08/13

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012 (the "**Agreement**"), by and among ALCHEMY INVESTMENT HOLDINGS, INC., a Delaware corporation ("**Holdings**"), ANGUS MANAGEMENT, LLC, a Delaware limited liability company ("**Management**"), ALCHEMY SYSTEMS L.P., a Texas limited partnership (the "**Company**"), ALCHEMY SYSTEMS TRAINING, INC., a Texas corporation ("**Systems**" and, together with Holdings, Management and the Company, collectively, "**Debtor**"), and DEERPATH CAPITAL II, 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, and the other borrowers from time to time party thereto (collectively with Debtor, the "**Borrowers**"), Secured Party, and the lenders from time to time party thereto (collectively, the "**Lenders**") have entered into that certain Loan Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Loan Agreement**");

WHEREAS, Debtor, the other Borrowers and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, or supplemented from time to time, the "**Security Agreement**"), pursuant to which 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 precedent 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 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 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 (other than unasserted contingent obligations) 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.

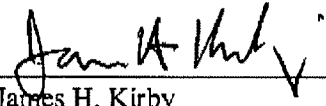
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Page]

SECURED PARTY:

DEERPATH CAPITAL II, LP
a Delaware limited partnership,
as Agent

By: Deerpath Capital II General Partner, LLC
its general partner

By: 
Name: James H. Kirby
Title: President



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

This instrument was acknowledged before me on December ____, 2012, by James H. Kirby, President of Deerpath Capital II General Partner, LLC, a Delaware limited liability company, in its capacity as the general partner of Dccrpath Capital II, LP, a Delaware limited partnership, for and on behalf of such limited liability company 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

REGISTERED US TRADEMARKS

Description	Owner	Country(ies)	Registration Number(s)/ Date Filed
SISTEM	Alchemy Systems, LP	USA	3,882,026/11-30-10
SISTEM & Design 	Alchemy Systems, LP	USA	3,878,435/11-23-10
AVATAR	Alchemy Systems, LP	USA	3,637,892/06-16-09
V AVATAR 	Alchemy Systems, LP	USA	3,637,927/06-16-09

MATERIAL UNREGISTERED US TRADEMARKS

Description	Owner	Country(ies)	Registration & Application Number(s) and Date Filed
SISTEM Player	Alchemy Systems, LP	U.S.	N/A
SISTEM Manager	Alchemy Systems, LP	U.S.	N/A
SISTEM Courseware	Alchemy Systems, LP	U.S.	N/A
SISTEM Creator	Alchemy Systems, LP	U.S.	N/A


APPLICATIONS FOR REGISTRATION OF US TRADEMARKS

Description	Owner	Country(ies)	Application Number(s)/ Date Filed
SISTEM PLAYER	Alchemy Systems, LP	USA	85/806,744/12-19-12
SISTEM CREATOR	Alchemy Systems, LP	USA	85/806,752/12-19-12
SISTEM MANAGER	Alchemy Systems, LP	USA	85/806,764/12-19-12
SISTEM EXPRESS	Alchemy Systems, LP	USA	85/806,768/12-19-12

STATE TRADEMARKS

None.

FOREIGN TRADEMARKS

SISTEM	Alchemy Systems, LP	CANADA	TMA816,471/01-30-12
SISTEM & DESIGN (MADRID PROTOCOL) (Note 1) 	Alchemy Systems, LP	WIPO	1 078 296/04-21-11

Note 1 - This initial international filing designated Ireland and the UK – the trademark was granted in the UK on 09/19/2011 and granted in Ireland on 1/10/2012.

PATENTS

Description	Owner	Country(ies)	Registration & Application Number(s) and Date Filed
Multimedia Training System and Apparatus	Alchemy Systems, LP	United States	11/112,920/ 04-22-2005
Multimedia Training System and Apparatus ¹	Alchemy Systems, LP	United States	12/683,279/ 01-06-2010
Multimedia Training System and Apparatus and Method Therefor	Alchemy Systems, LP	WIPO	PCT/US2011/020405 01-06-2011
Multimedia Training System and Apparatus and Method Therefor	Alchemy Systems, LP	EPO	11701568.5/ 11-09-2012

¹ This patent has been allowed and is awaiting issuance.