

## 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
Lo-Q Inc.		03/11/2013	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Lloyds TSB Bank Plc		
Street Address:	25 Gresham Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 1HZ		
Entity Type:	public limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3675252	Q-BOT	
Registration Number:	3762128		
CORRESPONDENCE DATA			
Fax Number:	2127686800		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(212) 398-5280		
Email:	trademarks@snrdenton.com,ian.farias@snrdenton.com		
Correspondent Name:	Martin P. Michael, SNR Denton US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20001493-0007		
DOMESTIC REPRESENTATIVE			
Name:	Martin P. Michael, SNR Denton US LLP		
Address Line 1:	P.O. Box #061080		

OP \$65.00 3675252

Address Line 4: Chicago, ILLINOIS 60606-1080

NAME OF SUBMITTER:

Martin P. Michael

Signature:

/Martin P. Michael/

Date:

03/11/2013

Total Attachments: 6

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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of March 11, 2013, by Lo-Q Inc. (the "*Pledgor*"), a corporation organized and existing under the laws of Georgia, with a business address of 420 Thornton Road Suite 109, Lithia Springs, Georgia 30122-1589, in favor of LLOYDS TSB BANK PLC in its capacity as Lender pursuant to the Credit Agreement (in such capacity, the "*Lender*"), a public limited company organized and existing under the laws of the United Kingdom, with a business address of with a business address of 25 Gresham Street, London, EC2N 1HZ, United Kingdom.

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (the "*Security Agreement*") in favor of the Lender pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademarks 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. If any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Lender shall execute, acknowledge, and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

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

Very truly yours,

LO-Q INC.

By: 

\_\_\_\_\_  
Title: John Alder, Chief Financial Officer

Accepted and Agreed:

LLOYDS TSB BANK PLC.

as Lender

By: \_\_\_\_\_

Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004979 FRAME: 0449**

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

Very truly yours,

LO-Q INC.

By: \_\_\_\_\_  
Title: John Adler, Chief Financial Officer


Accepted and Agreed:  
LLOYDS TSB BANK PLC,  
as Lender

By: David Squin  
Title: Relationship Director

{Signature Page to Trademark Security Agreement}

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Lo-Q Inc.*	3675252	Q-BOT
Lo-Q Inc.*	3762128	

\* Currently registered under Lo-Q Inc.'s prior corporate name Lo-Q Virtual Queuing Inc. Registration to be updated to reflect ownership in Lo-Q Inc.'s name.

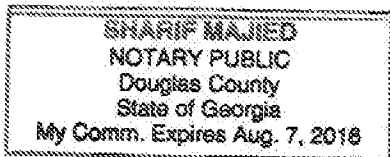
**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK

ACKNOWLEDGMENT

STATE OF Georgia )  
 ) ss  
COUNTY OF Douglas )

On the 1<sup>st</sup> day of March, 2013, before me personally came John A. Love, who is personally known to me to be the Chief Financial Officer of Lo-Q Inc., a Georgia Corporation; who, being duly sworn, did depose and say that she/he is a Officer of such corporation, which is described in and executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

(PLACE STAMP AND SEAL ABOVE)