

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA** Kenyon International Emergency Services, Inc.

Name	Formerly	Execution Date	Entity Type
<del>Kenyon Emergency Services International, Inc.</del>		09/26/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Trustmark National Bank
Street Address:	14604 Northwest Freeway
City:	Houston
State/Country:	TEXAS
Postal Code:	77040
Entity Type:	CORPORATION: MISSISSIPPI

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Serial Number:	85308496	KENYON RESPONSE
Serial Number:	85560088	KENYON RESPONSE MEDIA
Serial Number:	85560081	KENYON RESPONSE GOVERNMENT
Serial Number:	85560077	KENYON RESPONSE COMMERCIAL
Serial Number:	85560094	KENYON RESPONSE BE READY.
Serial Number:	85461198	KR

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: hank.fasthoff@arlaw.com  
 Correspondent Name: Hank Fasthoff  
 Address Line 1: 1221 McKinney, Suite 4400  
 Address Line 4: Houston, TEXAS 77002

CH \$165.00 85308496

ATTORNEY DOCKET NUMBER:	002246-000037
NAME OF SUBMITTER:	Henry J Fasthoff, IV
Signature:	/Henry J Fasthoff, IV/
Date:	03/26/2013
Total Attachments: 8 source=Second Lien IP#page1.tif source=Second Lien IP#page2.tif source=Second Lien IP#page3.tif source=Second Lien IP#page4.tif source=Second Lien IP#page5.tif source=Second Lien IP#page6.tif source=Second Lien IP#page7.tif source=Second Lien IP#page8.tif	

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of September 26, 2012, by and between **KENYON INTERNATIONAL EMERGENCY SERVICES, INC.**, a Delaware corporation ("Grantor"), and **TRUSTMARK NATIONAL BANK, a national banking association** ("Secured Party").

RECITALS

A. Secured Party has made and has agreed to continue to make, renew, modify, and amend certain advances of money, and to extend certain financial accommodations to Grantor and/or PT Lobos, LLC ("PT Lobos") (individually and collectively called "Borrower") (the "Financial Accommodations") in the amounts and manner set forth in that certain (a) revolving line of credit loan to Kenyon of up to \$1,500,000.00, plus accrued interest, as evidenced by that certain revolving credit Promissory Note dated March 26, 2012, in the original principal amount of \$1,500,000.00, as it may be renewed, extended, modified, restated, increased, and/or amended by documents from time to time including, without limitation, that dated as of September 26, 2012; and (b) loans outstanding to PT Lobos pursuant to that certain promissory note to Secured Party dated August 8, 2008, in the original principal sum of \$663,090.01, as renewed, extended, modified, amended, restated, and/or increased from time to time including the renewal, extension, and modification dated as of September 26, 2012.

B. Secured Party is willing to make the Financial Accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present and/or future Financial accommodations to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

(a) Any and all domestic and foreign copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, whether now or hereafter existing, created, acquired or held including, without limitation, those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All domestic and foreign patent rights, patents, patent applications and like protections, including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including, without limitation, the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any domestic and foreign trademark and servicemark rights, whether registered or not, and all applications to register, and registrations of the same, and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks including, without limitation, those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages solely for the benefit of Secured Party for said use or infringement of the intellectual property rights identified above;

(g) All licenses and other rights to commercialize and otherwise use all of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such commercialization or other use to the extent permitted by such licenses or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents;

(i) All associated goodwill, proceeds, and products of the foregoing including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(j) All general intangibles (but only to the extent that any of the foregoing might be legally classified as a "general intangible" under any applicable Uniform Commercial Code.)

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this security agreement.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of all rights in and to the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensor of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month including, without limitation, revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer, alienate, hypothecate or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business, or as set forth in this Agreement;

(e) To its knowledge, each of the Copyrights, Trademarks and Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall apply for registration on an expedited basis (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) for all intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; (ii) all registerable intellectual property rights Grantor has developed as of the date of this Agreement

but heretofore failed to register, within thirty (30) days of the date of this Agreement; and (iii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product, prior to the publication of any copyrightable work and prior to the advertising, marketing, offering for sale, sale or licensing of such product to any third party, and prior to Grantor's use of such product (including, without limitation, revisions or additions to the intellectual property rights listed on such Exhibits A, B and C). Grantor shall, from time to time, execute and file such other instruments, and take such further actions as may be required, or as Secured Party may reasonably request from time to time, to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall provide to Secured Party copies of all such applications or registrations;

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral securing the payment and performance of the obligations secured hereby upon making the filings referred to in clause (j) below;

(j) To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States or foreign governmental authority or United States or foreign regulatory body is required either (i) for the grant by Grantor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Grantor in the United States or foreign country or territory (ii) for the perfection in the United States and/or any foreign country or territory or the exercise by Secured Party of its rights and remedies hereunder;

(k) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(l) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts;

(m) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral; and

(n) The Copyrights, Patents and Trademarks do not infringe or violate the rights of any third party.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after five (5) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and

Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the Texas Uniform Commercial Code.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) A "default", "Default", "event of default", or "An Event of Default" occurs under any document now existing or hereafter executed in connection with, or as security for, the Financial Accommodations,

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach, or

(c) Grantor fails to promptly (and, in any event, within thirty (30) days from the execution of this Agreement): (i) file copyright applications for each software product described on Exhibit A under the "Description" column and furnish Secured Party filed copies thereof; and (ii) execute a supplemental to this Agreement or a new Intellectual Property Security Agreement covering the newly filed copyright applications and such other documents as may be required by Secured Party in connection therewith, all in form and substance satisfactory to Secured Party, and deliver same to Secured Party.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the Texas Uniform Commercial Code and all other applicable statutes, codes, regulations and other laws, including, without limitation, the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a worldwide nonexclusive, royalty-free, compensation-free, fully paid up license, sublicensable through multiple tiers, to commercialize and otherwise use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay all expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder including, without limitation, any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. GRANTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SECURED PARTY AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ALL ALLEGATIONS, DEMANDS, CLAIMS, CAUSES OF ACTION, LOSSES, OBLIGATIONS, DAMAGES (INCLUDING, WITHOUT LIMITATION, ACTUAL, DIRECT, INDIRECT, CONSEQUENTIAL, AND PUNITIVE), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) CLAIMED OR ASSERTED BY ANY OTHER PARTY THAT ARISE OUT OF OR RELATE TO (A) THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, (B) THE NEGLIGENCE (INCLUDING, WITHOUT LIMITATION, ORDINARY NEGLIGENCE) OF GRANTOR OR SECURED PARTY, BUT EXCLUDING LOSSES ARISING OUT OF OR RELATING TO SECURED PARTY'S GROSS NEGLIGENCE OR WILLFUL

MISCONDUCT; AND (C) INFRINGEMENT OR OTHER VIOLATION OF ANY THIRD PARTY'S RIGHTS IN OR TO THE COPYRIGHTS, PATENTS AND/OR TRADEMARKS.

10. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

11. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This Agreement may be amended only by a written instrument signed by all parties hereto.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Choice of Law and Jurisdiction: Jury Waiver. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Texas, without regard to principles of conflicts of law. The courts situated in Harris County, Texas shall have exclusive jurisdiction and venue over all claims arising under or relating to this Agreement, and the parties hereby irrevocably consent to the jurisdiction of such courts for such purposes. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

KENYON INTERNATIONAL EMERGENCY SERVICES, INC.

15180 Grand Point Drive  
Houston, Texas 77090

GRANTOR:

KENYON INTERNATIONAL EMERGENCY SERVICES, INC.

By: [Signature]

Name: Robert H. Jensen  
Title: President CEO

Address of Secured Party:

TRUSTMARK NATIONAL BANK

14604 Northwest Freeway,  
Houston, Texas 77040

SECURED PARTY

TRUSTMARK NATIONAL BANK

By: [Signature]

Name: Reed C Cook  
Title: SVP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Application Number</u>	<u>Registration Application Date</u>
Kenyon Response Commercial software package	N/A as of the date of this Agreement	N/A as of the date of this Agreement
Kenyon Response Media software package	N/A as of the date of this Agreement	N/A as of the date of this Agreement
Kenyon Response Government software package	N/A as of the date of this Agreement	N/A as of the date of this Agreement
Kenyon Response software package	N/A as of the date of this Agreement	N/A as of the date of this Agreement



**EXHIBIT B**

Patents

Description

Registration/Serial Number

Registration/Application  
Date  
NA

NA

NA

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
KENYON RESPONSE	85308496	April 29, 2011
KENYON RESPONSE MEDIA	85560088	March 5, 2012
KENYON RESPONSE GOVERNMENT	85560081	March 5, 2012
KENYON RESPONSE COMMERCIAL	85560077	March 5, 2012
KENYON RESPONSE BE READY. & DESIGN KR	85560094	March 5, 2012
	85461198	November 1, 2011