

## 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
Shared Solutions and Services, Inc.		12/03/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LayerX Technologies, Inc.		
Street Address:	1452 Hughes Road		
Internal Address:	Suite 130		
City:	Grapevine		
State/Country:	TEXAS		
Postal Code:	76051		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3525120	LAYERX	
Registration Number:	3525121	LAYERX TECHNOLOGIES X	
Registration Number:	3525295	ARBITRATOR	
Registration Number:	3792754	PUNQ	
CORRESPONDENCE DATA			
Fax Number:	9723672002		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	972-367-2001		
Email:	jburge@cclaw.com		
Correspondent Name:	Zachary W. Hilton		
Address Line 1:	Carstens & Cahoon, LLP		
Address Line 2:	P.O. Box 802334		
Address Line 4:	Dallas, TEXAS 75380		
ATTORNEY DOCKET NUMBER:	ASHAR.0001		

OP \$115.00 3525120

NAME OF SUBMITTER:	Zachary W. Hilton
Signature:	/Zachary W. Hilton/
Date:	06/21/2013
<b>Total Attachments: 6</b> source=ASHAR0001_Amnded_Sec_Agr#page1.tif source=ASHAR0001_Amnded_Sec_Agr#page2.tif source=ASHAR0001_Amnded_Sec_Agr#page3.tif source=ASHAR0001_Amnded_Sec_Agr#page4.tif source=ASHAR0001_Amnded_Sec_Agr#page5.tif source=ASHAR0001_Amnded_Sec_Agr#page6.tif	

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## CONSENT AND FIRST AMENDMENT TO ACQUISITION DOCUMENTS

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This Consent and First Amendment to Acquisition Documents (this "*Agreement*") is dated as of November 23, 2012, among LAYERX HOLDINGS LLC, a Texas limited liability company ("*Purchaser*"), LAYERX TECHNOLOGIES, INC., a Delaware corporation (formerly known as STI LayerX, Inc., a Delaware corporation; "*Guarantor*"), and SHARED SOLUTIONS AND SERVICES, INC., a Delaware corporation ("*Seller*").

### RECITALS

A. Pursuant to the terms of a Stock Purchase and Divestiture Agreement (the "*Stock Purchase Agreement*") dated as of May 11, 2012, Seller sold to Purchaser 100% of the issued and outstanding stock of Guarantor (the "*Stock*").

B. The acquisition of the Stock was financed - in part - by delivery to Seller of the following (collectively, the "*Loan Documents*"):

1. Promissory Note (the "*Note*") dated May 11, 2012, in the original principal amount of \$1,700,000, executed by Purchaser payable to the order of Seller.

2. Unconditional Guaranty of Payment dated May 11, 2012, executed by Guarantor in favor of Seller guaranteeing payment and performance of the Note; and

3. Liens and security interests created under the:

a. Security Agreement dated May 11, 2012, executed by Guarantor and Seller;

b. IP Security Agreement dated May 11, 2012, executed by Guarantor and Seller; and

c. Pledge Agreement dated May 11, 2012 executed by Purchaser and Seller.

C. The Stock Purchase Agreement and Loan Documents are collectively referred to herein as the "*Acquisition Documents*".

D. Guarantor has indicated its intent to change its name from "*STI LayerX, Inc.*" to "*LayerX Technologies, Inc.*" (the "*Name Change*") and requested Seller's consent to do so; and

E. Accordingly, subject to the terms and conditions contained herein, Seller is willing to consent to Guarantor's proposed name change, and the parties hereto have agreed to amend the Acquisition Documents to account for such change in Guarantor's name.

### AGREEMENT

For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser, Guarantor and Seller agree as follows:

1. TERMS AND REFERENCES. Unless otherwise stated in this Agreement, capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Note. This Agreement is an Acquisition Document.
2. REAFFIRMATION OF ACQUISITION DOCUMENTS. Each of Purchaser, Guarantor and Seller (individually a "*Party*," collectively the "*Parties*") reaffirms all of their respective obligations under the Acquisition Documents as the same may be modified herein. Each of Purchaser and Guarantor acknowledges that it has no claims, offsets or defenses with respect to the payment of sums due under the Note or any Loan Document.
3. CONSENT AND MODIFICATION. Subject to satisfaction of the conditions precedent set forth in *Section 5* below:
  - a. Seller hereby consents to the Name Change to the limited extent necessary to avoid an Event of Default; and
  - b. The Acquisition Documents are modified and amended such that all references to "*STT LayerX, Inc.*," shall hereafter be to "*LayerX Technologies, Inc.*"
4. ACKNOWLEDGMENTS; COOPERATION. Each Party represents and acknowledges as follows:
  - a. Authorized Entity. This Agreement, and any instrument of agreement required hereunder are within each of the Party's organizational powers, have been duly authorized, and do not conflict with any of such Party's organizational papers.
  - b. No Novation. This Agreement is not intended by the Parties to be a novation of the Acquisition Documents and, except as expressly modified herein, all terms, conditions, rights and obligations as set out in the Acquisition Documents shall remain in full force and effect as originally written and agreed.
  - c. Cooperation. Each Party shall reasonably cooperate with each and every other Party to the extent such cooperation is necessary and requested to assist an obliging Party to fulfill any representation, warranty, covenant or obligation including, but not limited to, satisfaction of the conditions precedent set forth below.
5. CONDITIONS PRECEDENT. This Agreement shall become effective (the "*Effective Date*") when:
  - a. It has been executed, acknowledged and delivered by each Party.
  - b. All actions required to be taken in connection with the transactions contemplated by this Agreement have been taken in form and substance satisfactory to Seller, and Seller has received copies of filings effecting the Name Change with the:
    - 1) Delaware Secretary of State; and
    - 2) United States Patent and Trademark Office and similar filing offices in Canada and Mexico.
6. CONFIRMATION OF COLLATERAL/FURTHER ASSURANCES. Each of Purchaser and Guarantor hereby: (i) confirms to Seller all security interests and liens heretofore granted by it to secure the obligations arising out of the Loan Documents; (ii) acknowledges and agrees that all such obligations shall continue to be secured by any and all such security interests and liens except as expressly provided herein; and (iii) agrees to execute and deliver to Seller any and all agreements and other documentation and to take any and all actions reasonably requested by Seller at any time to assure the perfection, priority, protection, and enforcement of Seller's rights

under the Acquisition Documents, including this Agreement, at Purchaser's sole cost and expense.

7. FURTHER AMENDMENTS. Any future alteration, amendment or modification of any of the provisions of the Acquisition Documents or this Agreement shall not be valid or enforceable unless in writing and signed by all Parties, it being expressly agreed that neither the Acquisition Documents, nor this Agreement can be modified orally, by course of dealing or by implied agreement.
8. GOVERNING LAW. This Agreement and all documents executed in connection herewith shall be governed by and construed in accordance with the internal laws of the state provided for in the Note.
9. HEADINGS AND CONSTRUCTION. The headings of paragraphs in this Agreement are for convenience of reference only and shall not in any way affect the interpretation or construction of this Agreement. This Agreement is a product of the joint negotiation between the Parties, and shall not be construed in favor of or against any party.
10. SURVIVAL. The warranties and representations of the Parties in this Agreement shall survive the expiration or termination of this Agreement.
11. COUNTERPARTS; EFFECTIVENESS. This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts. Each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute one and the same agreement. This Agreement shall be deemed to have been executed and delivered on the Effective Date.
12. INTEGRATION; FINAL AGREEMENT. The Acquisition Documents, including this Agreement, (a) integrate all the terms and conditions mentioned in or incidental to the Acquisition Documents; (b) supersede all oral negotiations and prior and other writings with respect to their subject matter; and (c) are intended by the Parties as the final expression of the Agreement with respect to the terms and conditions set forth in those documents, including this Agreement, and as the complete and exclusive statement of the terms agreed to by the Parties. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including the other Acquisition Documents, the terms, conditions and provisions of this Agreement shall prevail. **NOTICE OF FINAL AGREEMENT: THIS WRITTEN AGREEMENT TOGETHER WITH, THE ACQUISITION DOCUMENTS AS AMENDED HEREBY, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

*[Remainder of Page Intentionally Blank;  
Signature Page(s) to Follow.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first stated above.

SELLER:  
SHARED SOLUTIONS AND SERVICES, INC.

  
By: Michael Cox  
Title: President

MINNESOTA  
STATE OF TEXAS §  
COUNTY OF HENNEPIN §

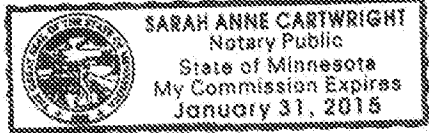
Before me, a Notary Public, on this day personally appeared Michael Cox, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 3RD day of  
DECEMBER, 2012.  
Notary Public in and for the State of Texas  
MINNESOTA

My Commission Expires: JANUARY 31, 2015



(SEAL)



GUARANTOR CONFIRMATION AND CONSENT

The undersigned, LAYERX TECHNOLOGIES, INC., a Delaware corporation (formerly known as STI LayerX, Inc., a Delaware corporation; "Guarantor"), has executed that certain Unconditional Guaranty of Payment dated May 11, 2012, in favor of SHARED SOLUTIONS AND SERVICES, INC., a Delaware corporation ("Seller").

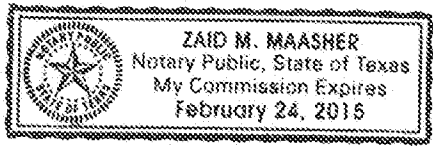
To induce Seller to enter into this Agreement, Guarantor (a) consents and agrees to this Agreement's execution and delivery, (b) ratifies and confirms the debts, duties, obligations, liabilities, rights, titles, pledges, security interests, liens, powers, and privileges existing by virtue of the Loan Documents, (c) acknowledges and agrees that all terms, provisions, and conditions of the Loan Documents shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms, and (d) waives notice of acceptance of this confirmation and consent, which confirmation and consent binds the undersigned and their successors and permitted assigns and inures to Seller and its successors and assigns.

LAYERX TECHNOLOGIES, INC.  
(formerly known as STI LayerX, Inc.)

By: [Signature]  
(Name) Jeff Graham  
(Title) President + CEO

STATE OF TEXAS §  
COUNTY OF Harris §

Before me, a Notary Public, on this day personally appeared Jeff Graham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.

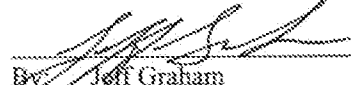


Given under my hand and seal this 28 day of Nov., 2012.  
Notary Public in and for the State of Texas

My Commission Expires:  
02/24/2015

(SEAL)

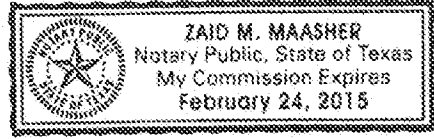
BUYER:  
LAYERX HOLDINGS LLC

  
By: Jeff Graham  
Title: President

STATE OF TEXAS  
COUNTY OF Harris

§  
§  
§

Before me, a Notary Public, on this day personally appeared Jeff Graham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed.



Given under my hand and seal this 28 day of  
Nov., 2012.  
Notary Public in and for the State of Texas

My Commission Expires:

02/24/2015

(SEAL)