

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
VMR Electronics Corporation		06/20/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	NBT Bank, National Association		
Street Address:	PO Box 351		
City:	Norwich		
State/Country:	NEW YORK		
Postal Code:	13815		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3707288	IDITAROD	
Registration Number:	3923819	RESCU	
Registration Number:	4261794	ALCATRAZ	
CORRESPONDENCE DATA			
Fax Number:	5185818823		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5185818800		
Email:	rlippman@lemerygreisler.com		
Correspondent Name:	Robert Lippman		
Address Line 1:	60 Railroad Place, Suite 502		
Address Line 4:	Saratoga Springs, NEW YORK 12866		
NAME OF SUBMITTER:	Robert Lippman		
Signature:	/s/		

OP \$90.00 3707288

Date:

07/10/2013

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Collateral Assignment of Patents and Trademarks (the "Agreement"), dated June 20, 2013, is made by **VMR ELECTRONICS CORPORATION**, a Wyoming corporation having an address of 100 Eldredge Street, Binghamton, New York 13901 ("Assignor") in favor of **NBT BANK, NATIONAL ASSOCIATION**, a national banking corporation duly formed and existing in accordance with the laws of the United States of America, having AN ADDRESS OF PO Box 351, Norwich, New York 13815 ("Assignee"). Assignor and Assignee hereby agree as follows:

WHEREAS, Assignor owns all right, title and interest in and to, among other things, the federal, state, foreign country and international treaty patents, patent applications, patent registrations, inventions and designs set forth on Schedule A hereto (the "Patents") and the registrations and applications for trademark, service mark and trade dress, and the common law trademarks, service marks and trade dress set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, in order to secure the Obligations (as defined in Section 1 below), Assignor wishes to grant to Assignee a security interest in, but not limited to, the Patents and Trademarks and the goodwill and certain other assets with respect to the Patents and Trademarks as further set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, Assignor hereby agrees, promises and undertakes as follows:

1. **Obligations.** The Assignment shall secure all loans, advances, indebtedness and each and every other obligation or liability of Assignor owed to Assignee and/or any affiliate of Assignee, however created, of every kind and description whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or part, created by trust agreement, lease, overdraft, agreement or otherwise, whether or not secured by additional collateral, whether originated with Assignee or owed to others and acquired by Assignee by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and each and every obligation or liability arising under the Loan Documents, letters of credit now or hereafter issued by Assignee or any affiliate of Assignee for the benefit of or at the request of Assignor, all obligations to perform or forbear from performing acts, and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorney's fees incurred or other sums disbursed by Assignee or any affiliate of Assignee under this Agreement or any other document, instrument or agreement related to any of the foregoing, including such fees and expenses incurred in collecting the Obligations from any other party responsible for all or any part thereof (collectively, the "Obligations").

2. **Granting Clause.** As security for the Obligations, Assignor hereby assigns, sells, transfers, quitclaims, conveys, and grants to Assignee all of Assignor's right, title, and interest in:

- (a) the Trademarks;
- (b) all federal, state, foreign country and international treaty registrations and applications for trademark, service mark and trade dress, and common law trademarks, service marks and trade dress hereafter adopted or acquired and used which are based upon or derived from the Trademarks or any variations thereof, whether in the United States, a foreign country or under international treaty (the "Future Trademarks");
- (c) all extensions, renewals, and continuations of the Trademarks and Future Trademarks;
- (d) all rights to sue for past, present, and future infringements of the Trademarks and Future Trademarks;

(e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks and Future Trademarks;

(f) all licenses and other agreements relating to the Trademarks and Future Trademarks and the use thereof;

(g) all inventory, packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks or a representation thereof, or any variation thereof;

(h) the Patents;

(i) all patents, patent applications, registrations, inventions and designs hereafter acquired by, granted to, or filed by Assignor, whether in the United States, a foreign country or under international treaty, including without limitation those which are based upon, derived from, or are variations of any invention or design disclosed in the Patents (the "Future Patents");

(j) all extensions, renewals, continuations, re-examinations, re-issues, improvements, divisions, continuations-in-part, international treaty applications, and national stage entries of the Patents and Future Patents;

(k) all rights to sue and collect, or otherwise recover, damages for past, present, and future infringements of the Patents and Future Patents;

(l) All rights in the Patents and Future Patents provided by internal treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind relating to the Patents and Future Patents;

(m) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Patents and Future Patents;

(n) all licenses and other agreements relating to the Patents and Future Patents and the use thereof;

(o) all formulae, processes, compounds, methods, know-how, and trade secrets relating to Assignor's products or services under, utilizing, or in connection with the Patents and Future Patents; and

(p) all goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (o) above. All of the foregoing items set forth in clauses (a) through (n) are hereinafter referred to collectively as the "Collateral."

3. **Assignor's Duties.** Assignor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Agreement or any payment received by Assignee relating to the Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation of Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

4. **Representations and Warranties.** Assignor represents and warrants to Assignee that: when the Assignee has taken the other actions contemplated by the Loan Documents with respect to the filing of Uniform Commercial Code financing statements, this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral, enforceable against Assignor.

5. **Covenants.** Assignor will maintain the Collateral, defend the Collateral against the claims of all persons, partnerships, corporations, or other entities and will maintain and renew all registrations of the Collateral. Without limiting the generality of the foregoing, Assignor shall not permit the abandonment or termination or the expiration prior to the end of the maximum statutory term and any renewals and extensions thereof provided by applicable law of any registration of any of the Patents, Future Patents, Trademarks or Future Trademarks without the prior written consent of Assignee. Assignor shall immediately notify Assignee if any aspect of the Collateral is threatened with or is subject to legal or administrative proceedings. If before the Obligations have been satisfied in full, Assignor obtains any rights under any trademark, service mark, trade dress, whether or not considered Future Patents or Future Trademarks, the provisions of this Agreement shall automatically apply thereto and Assignor shall give Assignee prompt notice thereof in writing.

6. **Default.** Each of the following shall be an Event of Default hereunder (herein "Events of Default"):

(a) An event of default occurs under any Loan Document, or any other agreement, instrument or document evidencing, guarantying, securing or otherwise executed or delivered in connection with any of the Obligations, as "Event of Default" shall be defined therein.

(b) Any representation or warranty of Assignor set forth in this Agreement or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Agreement or any other Obligation shall be materially inaccurate or misleading.

(c) Assignor shall fail to observe or perform any covenant or condition required in this Agreement or in any agreement, instrument, document, certificate or financial statement evidencing, guarantying, securing or otherwise related to, this Agreement or any other Obligation, or Assignor shall otherwise default in the observance or performance of any covenant or agreement set forth in any of the foregoing for a period of 30 days.

(d) The creation of any lien (except a lien to Assignee) on, the institution of any garnishment proceedings by attachment, levy or otherwise against, the entry of a judgment against, or the seizure of, any of the property of Assignor or any endorser or guarantor of the Obligations.

(e) Any sale, conveyance or transfer of any rights in the collateral securing the Obligation, or any destruction, loss or damage of or to the collateral in any material respect.

7. **Use Prior to Default.** Unless and until an Event of Default shall occur and be continuing, Assignee grants an exclusive license to Assignor to use the Collateral and make, use, sell and offer for sale the inventions disclosed and claimed in the Patents and Future Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Documents and this Agreement.

8. **Remedies.** Whenever any Event of Default shall occur and be continuing, the license set forth in the previous section hereof shall terminate and be null and void, and Assignee shall have all the rights and remedies granted to it in such event by the Loan Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may also collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Documents with respect to the disposition of Collateral as defined in the Loan Documents. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Future Patents, Trademarks and Future Trademarks; provided, however, that any transferee of the Trademarks or Future Trademarks shall be an entity which uses the Collateral upon goods or in connection with the rendering of services such as the goods on which or the services in connection with which the Collateral is currently used by Assignor. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf.

9. **Cumulative Remedies.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Documents or any other agreement or instrument delivered in connection therewith.

10. **Amendments and Waivers.** This Agreement may not be modified, supplemented, or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee. Assignor hereby authorizes Assignee to modify this Agreement by amending the Schedules hereto to include any Future Patents or Future Trademarks.

11. **Waiver of Rights.** No course of dealing between or among any parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights or remedies of such party or any other party and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies of such party or any other party. No waiver by Assignee of any breach or default by Assignor shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

12. **Assignment.** The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto and any other participant in or owner of any of the Obligations; provided, however, that no interest herein or in or to the Collateral may be assigned by Assignor without the prior written consent of Assignee.

13. **Further Acts.** Assignor shall have the duty, through counsel acceptable to Assignee, to prosecute diligently any applications for the Patents and Future Patents pending as of the date of this Agreement or thereafter, until the Obligations shall have been paid in full, to make applications on unpatented or unregistered but patentable or registerable inventions beneficial for use in the ordinary course of Assignor's business, in any location where Assignor does business, and to preserve and maintain all rights in the Patents. Any expenses incurred in connection with such applications shall be borne by Assignor. The Assignor shall not abandon any right to file or miss any statutory bars for filing a patent application or registration, nor abandon any pending patent application or registration without the written consent of the Assignee.

14. **Enforcement.** Assignee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Patents and Future Patents and the Trademarks and Future Trademarks and any license thereunder, in which event Assignor shall at the request of Assignee do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee or its agents for all costs and expenses incurred by Assignee in the exercise of its rights under this Section.

15. **Severability.** If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

16. **Governing Law; Jurisdiction.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the domestic laws of New York. ASSIGNEE AND ASSIGNOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VMR Electronics Corporation

By: [Signature]
Name: Jeff Sands
Title: president

Address for Notice:
100 Eldredge Street
Binghamton, New York 13901

NBT BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

Address for Notice:
PO Box 351
Norwich, New York 13815

STATE OF NEW YORK

COUNTY OF Broome

SS.:

On the 19th day of June, 2013 before me, the undersigned, a notary public in and for said state, personally appeared Jeff Sands, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

TERESA A. SCHUNK
Notary Public, State of New York
No. 01305015700
Qualified in Dutchess County
My Commission Expires April 1, 2014

[Signature]
Notary Public

STATE OF NEW YORK

COUNTY OF _____

SS.:

On the ____ day of June, 2013 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public


IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

VMR Electronics Corporation

By: _____
Name: _____
Title: _____

Address for Notice:
100 Eldredge Street
Binghamton, New York 13901

NBT BANK, NATIONAL ASSOCIATION

By: 
Name: John S. Carpenter
Title: Corporate Senior Vice President

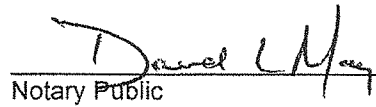
Address for Notice:
PO Box 351
Norwich, New York 13815

STATE OF NEW YORK

SS.:
COUNTY OF ONEIDA

On the 12th day of June, 2013 before me, the undersigned, a notary public in and for said state, personally appeared John CARPENTER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

DAVID L. MAY
Notary Public in the State of New York
Qualified in Onon. Co. No. 4632265
My Commission Expires March 30, 2014
April


Notary Public

STATE OF NEW YORK

SS.:
COUNTY OF _____

On the ____ day of June, 2013 before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

Patents

A. All issued patents, including but not limited to:

Country:	Patent No.:	Issue Date:	Title:
United States	8025536	09/27/2011	POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING

B. All pending patent applications, including but not limited to:

Country:	Serial No.:	Filing Date:	Title:
Patent Cooperation Treaty	PCT/US11/48825	08/23/2010	POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING
European Patent Convention	App No 11177358.6	No App Date 8/12/2011	POLARIZED SHELL FOR PREVENTING COAXIAL CONNECTOR MIS-MATING

C. All assignments or licenses to inventions or designs not filed as patent application.

Trademarks

A. All registered trademarks, including but not limited to:

Mark:	Country:	Registration No.:	Registration Date:
17. IDITAROD	United States	3707288	11/10/2009
RESCU	United States	3923819	02/22/2011
ALCATRAZ	United States	4261794	12/18/2012

B. Pending Trademark Applications

C. Trademarks, service marks or trade dress not filed as an application