

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
ZINK IMAGING, INC.		06/10/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MOROOD INTERNATIONAL, SPC on behalf of ZIT SIRIUS SEGREGATED PORTFOLIO - SERIES 1
Street Address:	P.O. Box 92894, King Fahad Road, Al Nakheel Tower, 22nd Floor
Internal Address:	c/o Morrod Investment
City:	Riyadh
State/Country:	NEW YORK
Postal Code:	11663
Entity Type:	Portfolio: SAUDI ARABIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3565854	ZERO INK
Registration Number:	4045628	ZZZ ZINK ZERO INK
Registration Number:	3532400	ZINK. ZERO INK.
Serial Number:	77289760	SMART SHEET
Serial Number:	85659513	ZINK HAPPY
Serial Number:	85659505	HAPPY
Serial Number:	85773512	HAPPY +
Serial Number:	85659510	APPY
Serial Number:	85659518	ZINK APPY
Serial Number:	85705840	ZINK BIG
Serial Number:	85703945	ZINK MAILEASY
Serial Number:	85829179	SMART APP PRINTER
Serial Number:	85710042	ZROLL

OP \$465.00 3565854

Serial Number:	85710058	
Serial Number:	85829177	ZCLUB
Serial Number:	85783704	MAKE YOUR WORLD A HAPPY WORLD
Serial Number:	85783710	MAKE YOUR WORLD HAPPY
Serial Number:	85829181	APP PRINTER

**CORRESPONDENCE DATA**

Fax Number: 8002321764  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 448-1100  
Email: ochernin@mclaughlinstern.com  
Correspondent Name: Oliver R. Chernin  
Address Line 1: 260 Madison Avenue  
Address Line 2: McLaughlin & Stern, LLP  
Address Line 4: New York, NEW YORK 10016

**DOMESTIC REPRESENTATIVE**

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Oliver R. Chernin
Signature:	/Oliver R. Chernin/
Date:	07/23/2013

**Total Attachments: 28**

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## SECURITY AGREEMENT

DATE: May 8, 2013

PARTIES: Morbid International, SPC ("Secured Party")  
on behalf of ZIF Sirius Segregated Portfolio - Series I

and

Z/INK Imaging, Inc. ("Debtor")  
1265 Main Street, W4  
Waltham, MA 02451  
Organization Identification No. 3379574

THIS INSTRUMENT IS SUBJECT TO THE SUBORDINATION AGREEMENT DATED AS OF MAY 8, 2013 BY AND BETWEEN PETERS COMPANY, INC. AND SECURED PARTY.

### AGREEMENTS

IN CONSIDERATION of one dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest and Collateral. In order to secure payment and performance of Debtor pursuant to that certain promissory note (the "Note") of even date herewith in the original principal amount of \$ 4,000,000 held by Secured Party, as lender (all liabilities and obligations under the Note and any amendments, extensions, renewals or replacements thereof are herein collectively referred to as the "Obligations"), Debtor hereby grants Secured Party a security interest (the "Security Interest") in all of Debtor's personal property (the "Collateral"), including without limitation the following:

(a) Inventory and Goods: All inventory of Debtor, whether now owned or hereafter acquired and wherever located and other tangible personal property held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, and all goods of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation all computer programs embedded in goods, and all other Inventory and Goods, as each such term may be defined in the Uniform Commercial Code as in effect in the state of

Delaware from time to time (the "UCC"), of the Debtor, whether now owned or hereafter acquired:

(b) **Equipment:** All equipment of Debtor, whether now owned or hereafter acquired and wherever located, including without limitation to all present and future equipment, machinery, tools, motor vehicles, trade fixtures, furniture, furnishings, office and recordkeeping equipment and all goods for use in Debtor's business, and all other Equipment (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired, together with all parts, equipment and attachments relating to any of the foregoing;

(c) **Accounts, Contract Rights and Other Rights to Payment:** Each and every right of Debtor to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease, license, assignment or other disposition of goods or other property by Debtor, out of a rendering of services by Debtor, out of a loan by Debtor, out of the overpayment of taxes or other liabilities of Debtor, or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all other rights and interests (including all liens and security interests) which Debtor may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor; all including without limitation all present and future debt instruments, chattel papers, accounts, license fees, contract rights, loans and obligations receivable and tax refunds, and all other Accounts (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(d) **Instruments:** All instruments, chattel paper, letters of credit or other documents of Debtor, whether now owned or hereafter acquired, including without limitation promissory notes, drafts, bills of exchange and trade acceptances, all rights and interests of Debtor, whether now existing or hereafter created or arising, under leases, licenses or other contracts, and all other Instruments (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(e) **Deposit Accounts and Investment Property:** All right, title and interest of Debtor in all deposit and investment accounts maintained with any bank, savings and loan association, broker, brokerage, or any other financial institution, together with all monies and other property deposited or held therein, including without limitation any checking account, savings account, escrow account, savings certificate and margin account, and all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts, and commodity accounts, and all other Deposit Accounts and Investment Property (as each such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired;

(f) **General Intangibles:** All general intangibles of Debtor, whether now owned or hereafter acquired, including without limitation applications for patents, patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, software, and the right to use Debtor's name, and any and all membership interests, governance rights, and financial rights in each and every limited liability company, and all payment intangibles, and all

other General Intangibles (as such term may be defined in the UCC) of the Debtor, whether now owned or hereafter acquired:

(g) Chattel Paper: All Chattel Paper (as such term may be defined in the UCC) of the Debtor, whether tangible or electronic, and whether now owned or hereafter acquired; and

(h) Documents, Embedded Software, Etc.: All of Debtor's rights in promissory notes, documents, embedded software, letter of credit rights and supporting obligations (and security interests and liens securing them) (as any such term may be defined in the UCC) whether now owned or hereafter acquired;

together with all substitutions and replacements for and products of any of the foregoing property and proceeds of any and all of the foregoing property and, in the case of all tangible Collateral, together with (i) all accessories, attachments, parts, equipment, accessories, repairs and embedded software, now or hereafter attached or affixed to or used in connection with any such goods, (ii) all warehouse receipts, bills of lading and other documents of title now or hereafter covering such goods, and (iii) all books and records of Debtor.

Notwithstanding anything contained herein to the contrary, the Security Interest and all of the rights of the Secured Party hereunder, shall be subject and subordinate to that certain security interest held by Peters Company, Inc. ("PCI") pursuant to the Security Agreement dated August 15, 2007 between Debtor and PCI and the respective rights of the Secured Party and PCI are further set forth in the Subordination Agreement of even date herewith by and among Secured Party, PCI and Debtor.

2. Representations Warranties and Agreements. Debtor represents, warrants and agrees that:

(a) Debtor is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware. This Agreement has been duly and validly authorized by all necessary corporate action of Debtor. Debtor has full power and authority to execute this Agreement, to perform Debtor's obligations hereunder and to subject the Collateral to the Security Interest. Debtor's correct legal name and organization identification number is shown at the beginning of this Agreement. Debtor will give at least 30 days' advance written notice to Secured Party of any change in Debtor's name (other than as set forth at the beginning of this Agreement).

(b) The Collateral will be used primarily for business purposes.

(c) Debtor's chief place of business is located at the address shown at the beginning of this Agreement. Debtor's records concerning its accounts and contract rights are kept at such address. Debtor will give at least 30 days' advance written notice to Secured Party of any change in Debtor's jurisdiction of incorporation or chief place of business and any change in or addition of any Collateral location or any change in the location of Debtor's records concerning the Collateral.

(d) Debtor owns each item of the Collateral free and clear of all security interests, liens, encumbrances or claims, including security interests, liens, encumbrances or claims arising as a result of Debtor becoming bound (as a result of merger or otherwise) as grantor under a security agreement entered into by another person, except for security interests, liens, encumbrances or claims expressly permitted by the Security Agreement dated August 15, 2007 between Debtor and PCI. No financing statement, mortgage or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of Secured Party, pursuant to this Agreement or as are expressly permitted by Security Agreement dated August 15, 2007 between Debtor and PCI. For the avoidance of doubt, it is understood and agreed that Debtor may, in the ordinary course of its business grant licenses to third parties to use Intellectual Property owned or developed by Debtor. Secured Party understands that any such licenses may be exclusive to the applicable licensee, and Secured Party's lien in such Intellectual Property will be subject to the provisions of such license.

(e) Except in the ordinary course of business, Debtor will not sell or otherwise transfer or dispose of the Collateral or any interest therein.

(f) Debtor will not permit any tangible Collateral to be located in any state in which a financing statement covering such Collateral is required to be, but has not in fact been, filed.

(g) All rights to payment and all instruments, documents, chattel papers and other agreements constituting or evidencing Collateral are (or will be when arising or issued) the valid, genuine and legally enforceable obligation, subject to no defense, set-off or counterclaim (other than those arising in the ordinary course of business) of each account debtor or other obligor named therein or in Debtor's records pertaining thereto as being obligated to pay such obligation. Subject to the rights of PCI, Debtor will not agree to any modification, amendment or cancellation of any such obligation without Secured Party's prior written consent except discounts provided by Debtor in the ordinary course of business, and will not subordinate any such right to payment to claims of other creditors of such account debtor or other obligor.

(h) Debtor will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.

(i) Debtor will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.

(j) Debtor will promptly notify Secured Party of any material loss of or damage to any Collateral or of any adverse change in the prospect of payment of any material sums due on or under any instrument, chattel paper, account or contract right constituting Collateral.

(k) Debtor will if Secured Party at any time so requests (whether the request is made before or after the occurrence of an Event of Default), promptly deliver to Secured Party any

instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor to Secured Party.

(l) Debtor will at all times keep all Collateral insured against risks of fire (including so-called extended coverage), theft, and such other risks and in such amounts as Secured Party may reasonably request, with any loss payable to Secured Party to the extent of its interest.

(m) Debtor shall maintain the Security Interest created by this Agreement as a perfected security interest having the priority described herein and shall defend the Security Interest against the claims and demands of all persons.

(n) Debtor shall furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the assets and property of Debtor as Secured Party may reasonably request, all in reasonable detail.

(o) At any time and from time to time, upon the written request of Secured Party, and at the sole expense of Debtor, Debtor shall promptly and duly authorize, execute and deliver, and have recorded, such further instruments and documents and take such further actions as Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, the filing of any financing or continuation statements under the applicable Uniform Commercial Code (or other similar laws) in effect in any jurisdiction or with the United States Patent and Trademark Office with respect to the Security Interest created hereby.

(p) Debtor (either itself or through licensees) shall not do any act, or omit to do any act, whereby any Patent owned by Debtor material to its business could reasonably be expected to become forfeited, abandoned or dedicated to the public.

(q) Debtor (either itself or through licensees) shall not do any act that uses any material intellectual property to infringe, misappropriate or violate the intellectual property rights of any other person.

(r) Debtor (either itself or through licensees) shall use proper statutory notice in connection with the use of the material intellectual property.

(s) Debtor shall notify Secured Party immediately (and in any event within 10 Business Days) if it knows, or has reason to know, that any application or registration relating to any material intellectual property may become forfeited, abandoned or dedicated to the public, or any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court or tribunal in any county) regarding Debtor's ownership of, or the validity of, any material intellectual property or Debtor's right to register the same or to own and maintain the same.

(t) Promptly (and in any event within 10 Business Days) upon Debtor's acquisition or creation of any copyrightable work, invention, trademark or other similar property that is



material to the business of Debtor, Debtor shall apply for registration thereof with the United States Copyright Office, the United States Patent and Trademark Office and any other appropriate office. Whenever Debtor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any material intellectual property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, Debtor shall report such filing to Secured Party within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of Secured Party, Debtor shall execute and deliver, and have recorded, any and all agreements, instruments, documents, and papers as Secured Party may reasonably request to evidence the Secured Party's security interest in any Copyright, Patent, Trademark or other Intellectual Property of Debtor and the goodwill and general intangibles of Debtor relating thereto or represented thereby.

(u) Debtor shall take all reasonable and necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of material intellectual property, including the payment of required fees and taxes, the filing of responses to office actions issued by the United States Patent and Trademark Office and the United States Copyright Office, the filing of applications for renewal or extension, the filing of affidavits of use and affidavits of incontestability, the filing of divisional, continuation, continuation-in-part, reissue, and renewal applications or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings.

(v) Debtor (either itself or through licensees) shall not, without the prior written consent of Secured Party, discontinue use of or otherwise abandon any of its Intellectual Property, or abandon any application or any right to file an application for letters patent, trademark, or copyright, unless Debtor shall have previously determined in its reasonable discretion that such use or the pursuit or maintenance of such Intellectual Property is no longer desirable in the conduct of Debtor's business and that the loss thereof could not reasonably be expected to have a Material Adverse Effect and, in which case, Debtor shall give prompt notice of any such abandonment to Secured Party in accordance herewith.

(w) Debtor agrees that, should it obtain an ownership interest in any item of intellectual property which is not, as of the Effective Date, a part of the Intellectual Property Collateral (the "After-Acquired Intellectual Property"): (i) the provisions of Section 2 shall automatically apply thereto, (ii) any such After-Acquired Intellectual Property, and in the case of trademarks, the goodwill of the business connected therewith or symbolized thereby, shall automatically become part of the Intellectual Property Collateral, (iii) it shall give prompt (and, in any event within five Business Days after the last day of the fiscal quarter in which Debtor acquires such ownership interest) written notice thereof to Secured Party in accordance herewith, and (iv) it shall provide Secured Party promptly (and, in any event within five Business Days after the last day of the fiscal quarter in which Debtor acquires such ownership interest) with an amended Schedule 3.4(a) and take the actions specified in Section 4.6(b).

(x) Debtor agrees to execute an Intellectual Property Security Agreement with respect to its Intellectual Property in a form satisfactory to the Secured Party, at its sole discretion, in order to record the security interest granted herein to Secured Party with the United States Patent and Trademark Office, the United States Copyright Office, and any other applicable Governmental Authority.

(y) Debtor agrees to execute an After-Acquired Intellectual Property Security Agreement with respect to its After-Acquired Intellectual Property in a form satisfactory to the Secured Party, at its sole discretion, in order to record the security interest granted herein to Secured Party with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable Governmental Authority.

(z) Debtor hereby authorizes the filing of such financing statements as Secured Party may deem necessary or useful to be filed in order to perfect the Security Interest and, if any Collateral is covered by a certificate of title, Debtor will from time to time execute such documents as may be required to have the Security Interest properly noted on a certificate of title. In addition, Debtor authorizes Secured Party to file from time to time (and reaffirms its authorization of the filing of any financing statements filed prior to the date of this Agreement) such financing statements against the Collateral described as "all personal property" or the like as Secured Party deems necessary or useful to perfect the Security Interest.

(n) Debtor will pay when due or reimburse Secured Party on demand for all costs of collection on any of the Obligations and all other out-of-pocket-expenses (including in each case all attorneys fees) incurred by Secured Party in connection with the perfection, satisfaction or enforcement of the Security Interest or the continuance or enforcement of this Agreement.

(o) Debtor will take all such actions as Secured Party may reasonably request to permit the Secured Party to establish and perfect the Security Interest in all jurisdictions Secured Party deems necessary. Without in any way limiting the generality of the foregoing, Debtor will execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which Secured Party may at any time reasonably request in order to secure, protect, perfect or enforce the Security Interest and Secured Party's rights under this Agreement.

(p) Debtor will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.

(aa) If Debtor at any time fails to perform or observe any of the foregoing agreements, immediately upon the occurrence of such failure, without notice or lapse of time, Secured Party may (but need not) perform or observe such agreement on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure (including without limitation the payment of taxes, the satisfaction of security interests, liens, or encumbrances, the performance of obligations under contracts or

agreements with account debtors or other obligors, the procurement and maintenance of insurance, the execution of financing statements, the endorsement of instruments, and the procurement of repairs, transportation or insurance); and, except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall thereupon pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including attorneys' fees) incurred by Secured Party in connection with or as a result of Secured Party's performing or observing such agreements or taking such actions, together with interest thereon from the date expended or incurred by Secured Party at the highest rate then applicable to any of the Obligations. To facilitate the performance or observance by Secured Party of such agreements of Debtor, Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, financing statements, applications for insurance and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 2.

3. Account Verification and Collection Rights of Secured Party. Secured Party shall have the right to verify any accounts in the name of Debtor or in Secured Party's own name; and Debtor, whenever requested, shall furnish Secured Party with duplicate statements of the accounts, which statements may be mailed or delivered by Secured Party for that purpose. Secured Party may at any time (whether before or after the occurrence of an Event of Default) notify any account debtor or any other person obligated to pay any amount due, that such chattel paper, account or other right to payment has been assigned or transferred to Secured Party for security and shall be paid directly to Secured Party. If Secured Party so requests at any time (whether before or after the occurrence of an Event of Default), Debtor will so notify such account debtors and other obligors in writing and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to Secured Party. At any time after Secured Party or Debtor gives such notice to an account debtor or other obligor, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, or securing, any such chattel paper, account or other right to payment, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations (including collateral obligations) of any such account debtor or other obligor.

4. Assignment of Insurance. Debtor hereby assigns to Secured Party, as additional security for the payment of the Obligations, any and all moneys (including without limitation proceeds of insurance and refunds of unearned premiums) due or to become due under, and all other rights of Debtor under or with respect to, any and all policies of insurance covering the Collateral, and Debtor hereby directs the issuer of any such policy to pay any such moneys directly to Secured Party. Both before and after the occurrence of an Event of Default, Secured Party may (but need not), in Secured Party's own name or in Debtor's name, execute and deliver proofs of claim, receive all such moneys, endorse checks and other instruments representing payment of such moneys, and adjust, litigate, compromise or release any claim against the issuer of any such policy. Notwithstanding the foregoing, Debtor shall be entitled to

use any such insurance proceeds to repair or replace any Collateral so long as no Event of Default then exists.

5. Right to Offset. Nothing in this Agreement shall be deemed a waiver or prohibition of Secured Party's right of offset, or counterclaim, which right Debtor hereby grants to Secured Party.

6. Event of Default: The occurrence of any Event of Default, as defined in Note, shall constitute an Event of Default hereunder.

7. Remedies Upon Event of Default: Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the written satisfaction of Secured Party, or waived by the Secured Party, Secured Party may exercise any one or more of the rights or remedies set forth in the Note, herein or as a secured creditor under the UCC of the State of Delaware. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

8. Other Personal Property: If at the time Secured Party takes possession of any tangible Collateral, any goods, papers or other properties of Debtor, not affixed to or constituting a part of such Collateral, are located or to be found upon or within such Collateral, Debtor agrees to notify Secured Party in writing of this fact, describing the property so located or to be found, within seven calendar days after the date on which Secured Party took possession. Unless and until Secured Party receives such notice from Debtor, Secured Party shall not be responsible or liable to Debtor for any action taken or omitted by or on behalf of Secured Party with respect to such property without actual knowledge of the existence of any such property or without actual knowledge of the fact that it was located or to be found upon such Collateral.

9. Amendment; Waivers: This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Secured Party and Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies.

10. Notice. All notices to be given to Debtor shall be deemed sufficiently given if sent in the same manner provided in the Note.

11. Miscellaneous. Secured Party's duty of care with respect to Collateral in its possession (as imposed by law) shall be deemed fulfilled if Secured Party exercises reasonable care in physically safekeeping such Collateral or, in the case of Collateral in the custody or possession of a bailee or other third person, exercises reasonable care in the selection of the bailee or other third person, and Secured Party need not otherwise preserve, protect, insure or care for any Collateral. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Collateral at all or in any particular manner or order, or to apply any cash proceeds of Collateral in any particular order of application. This

Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective representatives, successors and assigns. This Agreement together with other documents and instruments executed in connection herewith embodies the entire agreement and understanding between the Debtor and the Secured Party with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

12. Governing Law; Consent to Jurisdiction; Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of law. DEBTOR SUBMITS AND CONSENTS TO PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE FOR THE ENFORCEMENT OF THIS AGREEMENT AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY STATE OR THE UNITED STATES OF AMERICA TO OBJECT TO JURISDICTION IN THE STATE OF DELAWARE. AT THE ELECTION OF SECURED PARTY, LITIGATION MAY BE COMMENCED IN ANY STATE COURT OF GENERAL JURISDICTION FOR THE STATE OF DELAWARE OR ANY UNITED STATES DISTRICT COURT LOCATED IN DELAWARE. NOTHING CONTAINED HEREIN SHALL PREVENT SECURED PARTY FROM BRINGING ANY ACTION AGAINST DEBTOR OR EXERCISING ANY RIGHTS AGAINST ANY SECURITY GIVEN TO SECURED PARTY, OR AGAINST DEBTOR PERSONALLY, OR AGAINST ANY PROPERTY OF DEBTOR, WITHIN ANY OTHER STATE. COMMENCEMENT OF ANY SUCH ACTION OR PROCEEDING IN ANY OTHER STATE SHALL NOT CONSTITUTE A WAIVER OF CONSENT TO JURISDICTION OR OF THE SUBMISSION MADE BY DEBTOR TO PERSONAL JURISDICTION WITHIN THE STATE OF DELAWARE. DEBTOR WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING TO WHICH DEBTOR IS INVOLVED DIRECTLY OR INDIRECTLY AND ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

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

DEBTOR:

ZINK IMAGING, INC.

By: Mary J. Jeffries  
Name: Mary Jeffries  
Title: CEO

SECURED PARTY:

MOROOD INTERNATIONAL, SPC  
on behalf of ZIT Sirius Segregated  
Portfolio - Series 1, as Secured Party

By: [Signature]  
Name: Mohammed Al Nemer  
Title: CEO

**THIS INSTRUMENT IS SUBJECT TO THE SUBORDINATION  
AGREEMENT DATED AS OF MAY 8, 2013 BY AND BETWEEN PETERS  
COMPANY, INC., AND SECURED PARTY**

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 8, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"), by ZINK Imaging, Inc. (the "*Grantor*"), is in favor of Morood International, SPC on behalf of ZIF Sirius Segregated Portfolio - Series 1, or its successors or assigns (the "*Secured Party*").

WHEREAS, Grantor and Secured Party entered into that certain Zink Imaging Subordinated Secured Promissory Note, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Note*");

WHEREAS, as a condition to Secured Party entering into the Note, the Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof, made by the Grantor in favor of the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to Secured Party, and has agreed to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, and other similar offices in any State of the United States or any political subdivision thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Definitions. Terms defined in the Note and not otherwise defined herein are used herein as defined in the Note.

SECTION 2. Grant of Security. The Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- the patents and patent applications set forth in Schedule A hereto (the "*Patents*") and all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

- \* any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment or performance, as the case may be, in full of all obligations of the Grantor now or hereafter existing under or in respect of the Note, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, financing expenses, premiums, penalties, fees, indemnifications, contract causes of action, out-of-pocket costs, expenses or otherwise.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

*{signature pages follow}*

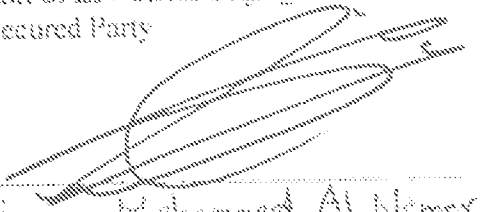


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ZINK IMAGING, INC.

By:   
Name: Mary Jeffries  
Title: CEO

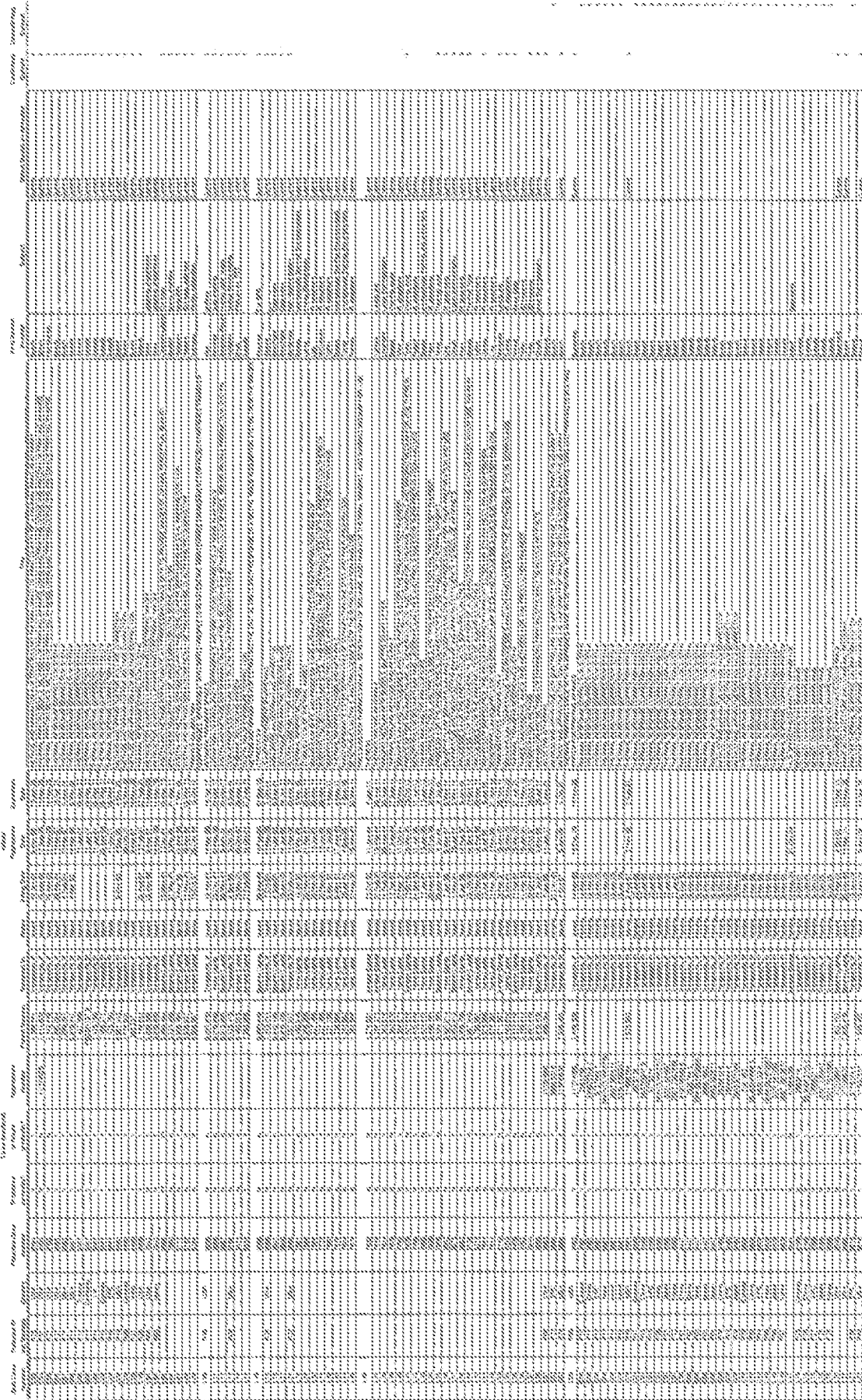
MOROOD INTERNATIONAL, SPC  
on behalf of ZIT Sirius Segregated Portfolio - Series  
1, as Secured Party

By:   
Name: Mohammed Al Nemer  
Title: CEO

Schedule A  
Patents







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Schedule B

Trademarks

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

**AUSTRALIA**

Trademark	Application No.	International Classes	Status
ZINK	1014782	01, 07, 09, 16, 40, 41	Registered
ZINK	1117142	07, 09	Registered
COLOR RELEASE	1030985	01, 07, 09, 16, 40, 41	Registered
ZERO INK	1048302	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

**BRAZIL**

Trademark	Application No.	International Classes	Status
ZINK	826776744	40	Published
ZINK	826776795	07	Published
ZINK	826776760	01	Suspended
ZINK	826776752	41	Published
ZINK	826776787	16	Published
ZERO INK	827312970	01	Opposed
ZERO INK	827312962	07	Opposed
ZERO INK	827312954	09	Opposed
ZERO INK	827312946	16	Opposed
ZERO INK	827312938	40	Opposed
ZERO INK	827312920	41	Opposed

**CANADA**

Trademark	Application No.	International Classes	Status
THINK ZINK.	1232267	01, 07, 09, 16, 40, 41	Allowed
ZINK	1226937	09	Allowed
ZINK	1226941	07	Allowed
ZINK	1226935	40	Allowed
ZINK	1226936	16	Allowed
ZINK	1226938	01	Allowed
ZINK	1226934	41	Allowed
ZERO INK	1252030	01, 07, 09, 16, 40, 41	Pending

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

Trademark	Application No.	International Classes	Status
ZINK ZERO INK & Design	1313214	01, 09, 16	Published
ZINK ZERO INK & Prism Design	1329499	01, 09, 16	Published
Miscellaneous Design (Prism)	1329502	01, 09, 16	Published

**CHINA**

Trademark	Application No.	International Classes	Status
ZINK	4059741	07	Registered
ZINK	4204346	09	Registered
ZINK	4204345	16	Opposed
ZINK	4059739	01	Registered
ZINK	4059740	02	Registered
COLOR RELEASE	4389698	01	Registered
COLOR RELEASE	4389667	07	Registered
COLOR RELEASE	4389666	09	Registered
COLOR RELEASE	4389649	16	Registered
COLOR RELEASE	4389650	40	Published
COLOR RELEASE	4389665	41	Pending
ZERO INK	4572582	01	Pending
ZERO INK	4572580	07	Pending
ZERO INK	4572578	09	Pending
ZERO INK	4572566	16	Published
ZERO INK	4572581	40	Published
ZERO INK	4572579	41	Published
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

**EUROPEAN COMMUNITY**

Trademark	Application No.	International Classes	Status
ZINK	3995693	01, 07, 41	Registered
ZINK	3995685	09, 16, 40	Registered
COLOR RELEASE	4137774	16, 40, 41	Registered
ZERO INK	4360285	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

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**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

**HONG KONG**

Trademark	Application No.	International Classes	Status
ZINK	300204713	01, 02, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	300703287	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	300703296	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	300784909	01, 09, 16	Registered
Miscellaneous Design (Prism)	300784891	01, 09, 16	Registered

**INDIA**

Trademark	Application No.	International Classes	Status
ZINK	1285305	07, 16, 40, 41	Registered
COLOR RELEASE	1324591	01	Pending
ZERO INK	1349221	01, 07, 09, 16, 40, 41	Pending

**JAPAN**

Trademark	Application No.	International Classes	Status
ZINK	2004-43119	01, 16	Registered
COLOR RELEASE	2004112128	01, 07, 09, 16, 40, 41	Registered
COLOR RELEASE	2006000507	07, 40, 41	Registered
ZERO INK	200526682	01, 07, 09, 40, 41	Pending
ZERO INK	2006056818	01, 07, 09, 40, 41	Registered
ZERO INK	2007117161	16	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0005779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0005781	01, 09, 16	Pending

**REPUBLIC OF KOREA**

Trademark	Application No.	International Classes	Status
ZINK	208312004	01, 07, 16	Registered
COLOR RELEASE	40282004	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered

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**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

Trademark	Application No.	International Classes	Status
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

**MALAYSIA**

Trademark	Application No.	International Classes	Status
ZINK	200410864	01	Pending
ZINK	200410865	07	Registered
ZINK	200410866	09	Published
ZINK	200410867	16	Pending
ZINK	200410868	40	Registered
ZINK	200410869	41	Registered
COLOR RELEASE	04018328	16	Registered
COLOR RELEASE	04018326	41	Registered
ZERO INK	05004756	01	Pending
ZERO INK	05004755	07	Registered
ZERO INK	05004757	09	Pending
ZERO INK	05004758	16	Pending
ZERO INK	05004759	40	Registered
ZERO INK	05004760	41	Registered

**MEXICO**

Trademark	Application No.	International Classes	Status
ZINK	0668506	41	Registered
ZINK	0668507	40	Registered
ZINK	0668509	16	Registered
ZINK	0668502	01	Pending
ZINK	0668501	07	Registered
ZINK	0668508	09	Registered
ZERO INK	709106	01	Registered
ZERO INK	709105	07	Registered
ZERO INK	709101	09	Registered
ZERO INK	709102	16	Registered
ZERO INK	709103	40	Registered
ZERO INK	709104	41	Registered

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

**RUSSIAN FEDERATION**

Trademark	Application No.	International Classes	Status
ZINK	2004718438	01, 07, 09, 40, 16, 41	Registered
COLOR RELEASE	2005708463	01, 07, 09, 16, 40, 41	Registered
ZERO INK	2005707551	01, 07, 09, 16, 40, 41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Pending
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered

**SINGAPORE**

Trademark	Application No.	International Classes	Status
ZINK	T0411904Z	07	Registered
ZINK	T0411906F	16	Registered
ZINK	T0411907D	40	Registered
ZINK	T0411908B	41	Registered
ZINK	T0411903A	01	Registered
ZINK	T0111905H	09	Registered
COLOR RELEASE	T0420383J	01	Registered
COLOR RELEASE	T0420384I	07	Registered
COLOR RELEASE	T0420385G	09	Registered
COLOR RELEASE	T0420386E	16	Registered
COLOR RELEASE	T0420387C	40	Registered
COLOR RELEASE	T0420388A	41	Registered
ZERO INK	T0504584H	01	Registered
ZERO INK	T0504585F	07	Registered
ZERO INK	T0504586D	09	Registered
ZERO INK	T0504587B	16	Registered
ZERO INK	T0504588J	40	Registered
ZERO INK	T0504589I	41	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Published
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Pending

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

**SOUTH AFRICA**

Trademark	Application No.	International Classes	Status
ZINK	200412828	16	Published
ZINK	200412829	40	Published
ZINK	200412827	09	Published
ZINK	200412826	07	Published
ZINK	200412825	01	Published
ZINK	200412830	41	Published
ZERO INK	2005105873	01	Published
ZERO INK	2005105874	07	Published
ZERO INK	2005105875	09	Published
ZERO INK	2005105876	16	Published
ZERO INK	2005105877	40	Published
ZERO INK	2005105878	41	Published

**TAIWAN**

Trademark	Application No.	International Classes	Status
ZINK	093034722	41	Registered
ZINK	093035644	09	Registered
ZINK	093034773	40	Registered
ZINK	093034775	16	Registered
ZINK	093034777	07	Registered
ZINK	093034779	01	Registered
COLOR RELEASE	093055537	01, 07, 09, 16, 40, 41	Registered
ZERO INK	094013963	01, 07, 09, 16, 40, 41	Registered

**THAILAND**

Trademark	Application No.	International Classes	Status
ZINK	560803	07	Registered
ZINK	560800	01	Registered
ZINK	560801	09	Registered
ZINK	560804	40	Registered
ZINK	560805	41	Registered
COLOR RELEASE	579839	16	Registered
COLOR RELEASE	579853	17	Registered
ZERO INK	586314	07	Registered
ZERO INK	586315	09	Registered

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

Trademark	Application No.	International Classes	Status
ZERO INK	586317	40	Registered
ZERO INK	586318	41	Registered

**UNITED ARAB EMIRATES**

Trademark	Application No.	International Classes	Status
ZINK	62775	16	Registered
ZINK	62774	09	Registered
ZINK	62777	41	Registered
ZINK	62776	40	Registered
ZINK	62772	01	Registered
ZINK	62773	07	Registered
COLOR RELEASE	65021	01	Registered
COLOR RELEASE	65022	07	Registered
COLOR RELEASE	65023	09	Registered
COLOR RELEASE	65024	16	Registered
COLOR RELEASE	65025	40	Registered
COLOR RELEASE	65026	41	Registered
ZERO INK	68281	01	Registered
ZERO INK	68282	07	Registered
ZERO INK	68283	09	Registered
ZERO INK	68284	16	Registered
ZERO INK	68285	40	Registered
ZERO INK	68286	41	Registered

**UNITED STATES OF AMERICA**

Trademark	Application No.	International Classes	Status
AMORPHOCHROMIC	77/287176	01, 09, 16	Allowed
JUST ADD PAPER	78/894130	01, 09, 16	Allowed
Miscellaneous Design (Prism)	77/052657	01, 09, 16	Allowed
NO INK. JUST ZINK.	77/283030	01, 09, 16	Allowed
NO INK. NO HASSLES.	77/283029	01, 09, 16	Allowed
SMART SHEET	77/289760	01, 09, 16	Allowed
THINK ZINK.	77/283033	01, 09, 16	Allowed
THINK ZINK	78/472522	01, 07, 09, 16, 40, 41	Allowed
ZERO GUESSING	77/284146	01, 09, 16	Allowed
ZERO INK	77/283806	01, 09, 16	Allowed
ZERO INK	78/495981	01, 07, 09, 16, 40, 41	Allowed

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**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

Trademark	Application No.	International Class	Status
ZERO INK. ZERO BOUNDARIES.	77/077734	01, 09, 16	Allowed
ZERO INK. ZERO HASSLES.	77/283032	01, 09, 16	Allowed
ZERO WASTE	77/284145	01, 09, 16	Allowed
ZINK	77/281423	01, 09, 16	Allowed
ZINK & Design	77/283037	01, 09, 16	Allowed
ZINK & Paper Design	77/283034	01, 09, 16	Allowed
ZINK (& DESIGN)	78/504808	01, 07, 09, 16, 40, 41	Allowed
ZINK ENABLED	77/212326	01, 09, 16	Allowed
ZINK IT	77/283039	01, 09, 16	Allowed
ZINK IT	78/512065	01, 07, 09, 16, 40, 41	Allowed
ZINK YOUR LIFE	77/212332	01, 09, 16	Allowed
ZINK ZERO INK & Design	77/283036	01, 09, 16	Allowed
ZINK ZERO INK & Design	78/948384	01, 09, 16	Allowed
ZINK ZERO INK & Motion Prism Design	77/183600	01, 09, 16	Allowed
ZINK ZERO INK & Prism Design	77/052655	01, 09, 16	Allowed
ZINK ZERO INK (& DESIGN)	78/504812	01, 07, 09, 16, 40, 41	Allowed
ZINK. ZERO INK.	77/283796	01, 09, 16	Allowed
ZINK. ZERO INK.	78/500868	01, 07, 09, 16, 40, 41	Allowed
ZINK. ZERO INK. ZERO HASSLES	77/283802	01, 09, 16	Allowed
ZINK. ZERO INK. ZERO HASSLES.	78/500860	01, 07, 09, 16, 40, 41	Allowed
ZINKER	77/212327	01, 09, 16	Allowed
ZINK happy	85/659,513	09,16	Allowed
hAppy	85/659,505	09,16	Allowed
hAppy+	85/773512	09,16	Allowed
Appy	85/659,510	09,16	Allowed
ZINK Appy	85/659,518	09,16	Allowed
ZINK design and print studio		09,16	Allowed
ZINK Big	85/705,840	09,16	Allowed
ZINK MailEasy	85/703,945	09,16	Allowed
Smart App Printer	85/829,179	09,16	Allowed
zRoll	85/710,042	09,16	Allowed
zRoll design	85/710,058	09,16	Allowed
zclub	85/829,177	09,16	Allowed
MAKE YOUR WORLD A HAPPY WORLD	85/783704	09,16	Allowed
MAKE YOUR WORLD HAPPY	85/783710	09,16	Allowed
App printer	85/829,181	09,16	Allowed
hAppy design	018832.414T1	09,16	Allowed

**ZINK IMAGING APPLICATIONS AND REGISTRATIONS**

**MADRID PROTOCOL**

Trademark	Application No.	International Classes	Status
Miscellaneous Design (Prism)	A0006781	01, 09, 16	Registered
ZINK ZERO INK & Design	A0005592	01, 09, 16	Registered
ZINK ZERO INK & Paper Design	A0005593	01, 09, 16	Registered
ZINK ZERO INK & Prism Design	A0006779	01, 09, 16	Registered

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