

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Near Infinity Corporation		12/28/2012	CORPORATION: VIRGINIA

<b>RECEIVING PARTY DATA</b>	
Name:	PNC Bank, National Association, as Administrative Agent
Street Address:	800 17th Street NW
Internal Address:	Attn: Douglas T. Brown
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3033605	NEAR INFINITY
Registration Number:	3101307	INTELLIPRINTS
Registration Number:	3201607	SMALL COMPANY. BIG IDEAS.
Serial Number:	85633818	BLUR

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2023448300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023444976
Email:	riebowitz@venable.com,trademarkdocket@venable.com
Correspondent Name:	Rebecca Liebowitz
Address Line 1:	c/o Venable LLP
Address Line 2:	P.O. Box 34385
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043

ATTORNEY DOCKET NUMBER:	80371-342109	<b>TRADEMARK</b>
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CH \$115.00 3033605

NAME OF SUBMITTER:	Rebecca Liebowitz
Signature:	/rebecca liebowitz/
Date:	07/23/2013
<b>Total Attachments: 7</b> source=NEAR INFINITY Security Interest#page1.tif source=NEAR INFINITY Security Interest#page2.tif source=NEAR INFINITY Security Interest#page3.tif source=NEAR INFINITY Security Interest#page4.tif source=NEAR INFINITY Security Interest#page5.tif source=NEAR INFINITY Security Interest#page6.tif source=NEAR INFINITY Security Interest#page7.tif	

**GRANT OF  
SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND  
COPYRIGHTS**

This GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS (this "Agreement") is entered into effective as of December 28, 2012 by and among NEAR INFINITY CORPORATION, a Virginia corporation (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as Agent (the "Agent") for the Lenders referred to below (the "Agent"), each of which are parties to that certain Patent, Trademark and Copyright Security Agreement, dated as of December 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among each of the borrowers and other grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated as of December 28, 2012 by and among the Grantor, each of the other Borrowers and any Guarantors (as each such term is defined therein), the "Lenders" (as defined therein) and the Agent, the Agent and the Lenders have agreed to provide certain loans and other financial accommodations to the Borrowers, and the Grantor has agreed, among other things, to grant a security interest to the Agent in the Grantor's Patents, Trademarks and Copyrights (as defined in the Security Agreement); and

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms used in this Agreement have the meanings provided, or provided by reference in, the Security Agreement.

SECTION 2. Grant of Security Interest. Subject to the terms and conditions of the Credit Agreement and the Security Agreement, the Grantor hereby grants to and creates in favor of the Agent, for the benefit of the Agent and the Lenders, a security interest in and to all of the Grantor's Patents, Trademarks and Copyrights (including, without limitation, those items listed on Schedule A, Schedule B and Schedule C attached hereto) (collectively, the "Collateral"); provided, however, that notwithstanding anything to the contrary herein, no security interest shall be deemed granted hereunder in any intent to use trademark applications solely to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability thereof or result in the cancellation or voiding thereof.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Agent, for the benefit of the Agent and the Lenders, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agents and Lenders thereunder) shall remain in full force and effect in accordance with its terms.

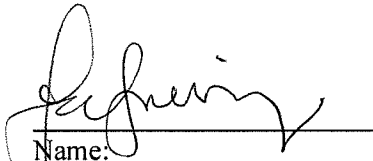
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same original.

**[Remainder of the page intentionally left blank; signature page follows.]**

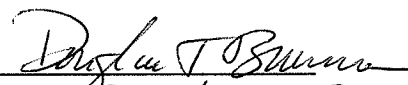
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ATTEST

  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGENT:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By:   
Name: Douglas T. Brown  
Title: SVP

GRANTOR:

ATTEST

NEAR INFINITY CORPORATION, a  
Virginia corporation

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[Signature page – Grant of Security Interest in Patents, Trademarks, Service Marks and Copyrights]

TRADEMARK  
REEL: 005076 FRAME: 0783

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


AGENT:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

GRANTOR:

NEAR INFINITY CORPORATION, a  
Virginia corporation

By:   
Name: MARK D. SPOTO  
Title: VP & ASST SECRETARY

**SCHEDULE A**  
**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE  
MARKS AND COPYRIGHTS**

**UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS**

1. Patents:

None.

2. Patent Applications:

None.

**SCHEDULE B**

**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS**

**UNITED STATES TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS**

1. Trademarks and Service Marks:

<b><u>Exact Legal Name of Owner</u></b>	<b><u>Description of Intellectual Property</u></b>	<b><u>Application or Registration Number(s)</u></b>	<b><u>Application or Registration Date(s)</u></b>
Near Infinity Corporation	NEAR INFINITY	3033605	27-Dec-05
Near Infinity Corporation	INTELLIPRINTS	3101307	06-Jun-06
Near Infinity Corporation	SMALL COMPANY. BIG IDEAS.	3201607	01-Jan-07

2. Trademark and Service Mark Applications:

<b><u>Exact Legal Name of Owner</u></b>	<b><u>Description of Intellectual Property</u></b>	<b><u>Application or Registration Number(s)</u></b>	<b><u>Application or Registration Date(s)</u></b>
Near Infinity Corporation	Blur	85633818	24-May- 12



**SCHEDULE C**

**TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, SERVICE  
MARKS AND COPYRIGHTS**

**UNITED STATES COPYRIGHTS REGISTRATIONS AND APPLICATIONS**

1. Copyrights:

None.

2. Copyright Applications:

None.