

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobile Tech, Inc.		08/01/2013	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Capital South Partners SBIC Fund III, L.P.		
Street Address:	4201 Congress Street, Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85942599	M	
Serial Number:	85942587	M MTI	
CORRESPONDENCE DATA			
Fax Number:	7043533698		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	704 331 5792		
Email:	donna.millard@klgates.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	Post Office Box 33144		
Address Line 4:	Charlotte, NORTH CAROLINA 28233		
ATTORNEY DOCKET NUMBER:	2929226.00032CAPITALSOUTH		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/ Karl S. Sawyer, Jr. /		

OP \$65.00 85942599

Date:

08/13/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT
(Short Form)

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2013 (the "Effective Date"), is entered into by and between **MOBILE TECH, INC.**, an Indiana corporation ("Debtor"), whose principal place of business and mailing address is 5665 Meadows, Suite 150, Lake Oswego, Oregon 97035, and **CAPITALSOUTH PARTNERS FUND II LIMITED PARTNERSHIP**, a North Carolina limited partnership, and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.**, a Delaware limited partnership (collectively, the "Lenders") and **CAPITALSOUTH PARTNERS SBIC FUND III, L.P.** in its capacity as collateral agent for the Lenders (the "Secured Party"), with offices at 4201 Congress Street, Suite 360, Charlotte, NC 28209, Attention: Mr. Joseph B. Alala, III, is as follows:

This Agreement is executed pursuant to the terms of (a) the Securities Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement") by and between the Debtor and the Lenders and (b) the Trademark Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Debtor, the Lenders and Secured Party. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Purchase Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, all of Debtor's right, title and interest in and to (a) all of its now or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof (the property in this item (a) being collectively, the "Trademarks"); (b) all renewals of each of the Trademarks; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (d) all rights to sue for past, present and future infringements of any and all Trademarks; (e) all rights corresponding to each of the Trademarks throughout the world; (f) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trade names, and trademark and service mark applications; (g) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and (h) all books, records, cash and non-cash proceeds of any and all of the foregoing. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use filed by, or on behalf of, Debtor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

The rights and remedies of Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party and Debtor, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

MOBILE TECH, INC.

By: 

Name: Julianne S. Lis-Milam

Title: President

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

TRADEMARK
REEL: 005091 FRAME: 0293

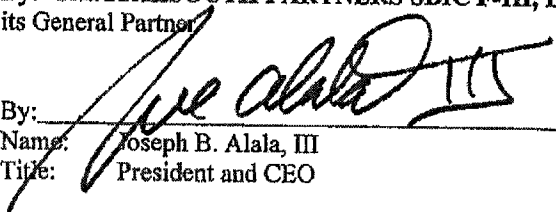
**CAPITALSOUTH PARTNERS FUND II LIMITED
PARTNERSHIP, as a Lender**

**By: CAPITALSOUTH PARTNERS F-II, LLC, its
General Partner**

By: 
Name: Joseph B. Alala, III
Title: President and CEO

**CAPITALSOUTH PARTNERS SBIC FUND III, L.P.,
in its capacity as a Lender and Secured Party**

**By: CAPITALSOUTH PARTNERS SBIC F-III, LLC,
its General Partner**

By: 
Name: Joseph B. Alala, III
Title: President and CEO

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT
(SHORT FORM)

**TRADEMARK
REEL: 005091 FRAME: 0294**

SCHEDULE I

U.S. TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
M Design	85/942,599	05-24-2013		
M MTI and Design	85/942,587	05-24-2013		