

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
Eberle Design, Inc.		08/26/2013	CORPORATION: ARIZONA
RENO A&E, LLC		08/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	2200 Pennsylvania Avenue, NW		
Internal Address:	Suite 600-W		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20037		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4342712	SMARTMONITOR	
Registration Number:	3098970	DEFLECTOMETER	
Registration Number:	4335007	MONITORKEY	
Registration Number:	4335008	LEDGUARD	
Registration Number:	4115900	IPACK	
Registration Number:	2165150	RENO A & E	
Registration Number:	2163273	RENO A&E	
CORRESPONDENCE DATA			
Fax Number:	2027995144		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2027994000		

OP \$190.00 4342712

Email: dctrademarks@dlapiper.com
Correspondent Name: Gregory Esau
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	ARES CAPITAL
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NAME OF SUBMITTER:	Gregory Esau
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Signature:	/Gregory C. Esau/
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Date:	08/28/2013
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 26, 2013 is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation ("Ares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of August 26, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among EDT Holdings, Inc. (the "Parent"), Eberle Design, Inc. (together with any other Persons from time to time party thereto that are designated as a Borrower, the "Borrowers"), the other Persons from time to time party thereto that are designated as Credit Parties, the Lenders from time to time party thereto, and Ares Capital, as Administrative Agent for the Term Lenders, as Revolver Agent for the Revolving Lenders and as Collateral Agent for the Lenders, the Lenders, the L/C Issuers and the other Secured Parties have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers, the other Secured Parties and the Agent to enter into the Credit Agreement and to induce the Lenders, the L/C Issuers and the other Secured Parties to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all exclusive IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Pursuant to the Guaranty and Security Agreement, a security interest is not granted in any contract, permit or license or any Contractual Obligation entered into by any Grantor (A) that prohibits or requires the consent of any Person other than a Borrower and its Affiliates which has not been obtained as a condition to the creation by such Grantor of a Lien on any right, title or interest in such contract, permit, license or Contractual Obligation or any Stock or Stock Equivalent related thereto or (B) to the extent that any Requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, with respect to the prohibition in (A) and (B), to the extent, and for as long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EBERLE DESIGN, INC.

as Grantor

By: 

Name: William Russell

Title: President and Chief Executive
Officer

RENO A&E, LLC

as Grantor

By: 

Name: William Russell

Title: President and Chief Executive
Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION

as Agent

By:


Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

[ACKNOWLEDGEMENT OF AGENT - TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Arizona)
)
County of Maricopa) ss.

On this 23 day of Aug, 2013 before me personally appeared William Russell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Eberle Design, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

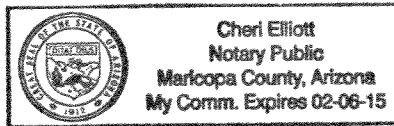
Cheri Elliott
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR - TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Arizona)
)
County of maricopa) ss.

On this 23 day of Aug., 2013 before me personally appeared William Russell, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Reno A&E, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of said limited liability company.



Cheri Elliott
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR - TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
Trademark SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Registration No.	Registration Date	Owner
SmartMonitor	4342712	May 28, 2013	Eberle Design, Inc.
DEFLECTOMETER	3098970	May 30, 2006	Eberle Design, Inc.
MonitorKey	4335007	May 14, 2013	Eberle Design, Inc.
LEDguard	4335008	May 14, 2013	Eberle Design, Inc.
IPACK	4115900	March 20, 2012	Eberle Design, Inc.
RENO A&E (Word & Design)	2165150	June 16, 1998	Reno A&E
RENO A&E (Words only)	2163273	June 9, 1998	Reno A&E

2. Exclusive IP LICENSES

None.