

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
Ongoing Operations, LLC		12/05/2011	LIMITED LIABILITY COMPANY: VIRGINIA

**RECEIVING PARTY DATA**

Name:	ClearSky Holdings
Street Address:	100 E. Thousand Oaks Boulevard
Internal Address:	#258
City:	Thousand Oaks
State/Country:	CALIFORNIA
Postal Code:	91360
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3544589	CLOUDWORKS
Registration Number:	3519690	CLOUDWORKS
Registration Number:	3033782	TENEROS
Registration Number:	3270931	CU RECOVER
Registration Number:	4384096	OGO REPLICATOR
Registration Number:	3600805	PLUG & GO
Registration Number:	3278329	ONGOING OPERATIONS, LLC
Registration Number:	3465458	ALWAYS ON, AVAILABLE, ACCESSIBLE
Registration Number:	3426870	ALWAYS-ON IT
Registration Number:	3137401	APPLICATION CONTINUITY APPLIANCE

**CORRESPONDENCE DATA**

Fax Number:	8188279099
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CH \$265.00 3544589

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 818-827-9000  
Email: agrabell@ebg-law.com  
Correspondent Name: J. Alison Grabell  
Address Line 1: c/o Ezra Brutzkus LLP, 21650 Oxnard St.  
Address Line 2: Suite 500  
Address Line 4: Woodland Hills, CALIFORNIA 91367

ATTORNEY DOCKET NUMBER:	3739.001
NAME OF SUBMITTER:	J. Alison Grabell
Signature:	/J. Alison Grabell/
Date:	10/15/2013

Total Attachments: 14  
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## SECURITY AGREEMENT

This Security Agreement (the "Agreement") is made and entered into as of the 5<sup>th</sup> day of December, 2011, by and between Cloudworks, a California corporation (the "Secured Party") and Ongoing Operations LLC, a Virginia limited liability company (the "Debtor").

### RECITALS

The Debtor is issuing to the Secured Party a Secured Promissory Note of even date herewith (the "Note"), in the original principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000) pursuant to that certain Asset Purchase Agreement dated as of December 5, 2011 (the "Purchase Agreement") by and among the Secured Party, the Debtor and the Shareholders (as defined in the Purchase Agreement). In order to induce the Secured Party to accept the Note as payment pursuant to the Purchase Agreement, the Debtor shall grant a security interest in the collateral described herein in favor of the Secured Party as security for, among other matters, the Debtor's obligations under the Note.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### AGREEMENT

1. COLLATERAL. The collateral in which the Debtor is granting a security interest pursuant to this Agreement (the "Collateral") is all of the properties and assets of the Debtor set forth in Schedule 1 attached hereto and incorporated herein by this reference.

2. GRANT OF SECURITY INTEREST. Debtor hereby grants, transfers, and assigns to the Secured Party a present and continuing security interest in and to the Collateral to secure (i) repayment of the Note and each and every obligation thereunder, (ii) the performance of each and every obligation under this Agreement, and (iii) any and all amendments, extensions, and other modifications of any of the foregoing, including but not limited to amendments, extensions, and other modifications that are evidenced by new or additional documents or that change the terms of any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

7. REMEDIES. Upon the occurrence of a Default, the Secured Party shall have all the rights, powers, and remedies afforded to a secured party under this Agreement or the applicable Uniform Commercial Code, as in effect from time to time, either concurrently or separately. Such rights, powers, and remedies are cumulative and the exercise by the Secured Party of any one or more of such rights, powers, or remedies shall not preclude the Secured Party from any other or further exercise thereof, or the exercise of any other right, power, or remedy available to it under this Agreement or at law or in equity. In addition to the rights, powers, and remedies provided to the Secured Party by law, the Secured Party may also with notice to the Debtor:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. FACILITATION OF RIGHTS AND REMEDIES. To facilitate the exercise by the Secured Party of the rights and remedies set forth in this Agreement, in the event of a Default the Debtor authorizes Secured Party to exercise any or all of the following powers:

[REDACTED]

[REDACTED]

8.3 Collection. To take or bring, in the Secured Party's name or in the name of the Debtor, all steps, actions, suits, or proceedings deemed necessary or desirable by the Secured Party to effect collection or to realize upon Accounts and any other Collateral; and

8.4 Filings. To prepare, sign, and file or record, for the Debtor in the Debtor's name, financing statements, applications for registration, and like papers.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15. ATTORNEY-IN-FACT. The Debtor hereby constitutes and appoints the Secured Party as its attorney-in-fact for the purposes of (i) carrying out the provisions of this Agreement, (ii) taking any and all actions and executing any and all instruments that the Secured Party reasonably deems necessary or advisable to accomplish the purposes of this Agreement and/or to protect the Secured Party's interests with respect to the Collateral, and (iii) while any Default remains uncured, enforcing the Debtor's rights (in the Secured Party's name or in the Debtor's name) under any agreement that constitutes part of the Collateral. The Secured Party may exercise power as attorney-in-fact with respect to clauses (i) and (ii) only if (a) the Secured Party makes written demand on the Debtor and the Debtor refuses or fails to perform as requested within thirty (30) days of such request, or (b) while any Default remains uncured. In furtherance of clause (iii), the Debtor shall deliver to the Secured Party, upon the Secured Party's demand while any Default remains uncured, all documents that the Secured Party reasonably deems appropriate to permit the Secured Party's succession to the Debtor's rights and interests and to facilitate the enforcement by the Secured Party of the Debtor's rights with respect to such agreements. The power of attorney granted hereunder is coupled with an interest and is irrevocable.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SECURED PARTY

DEBTOR

Cloudworks

Ongoing Operations, LLC

By:   
Michael Eaton, President

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SECURED PARTY

DEBTOR

Cloudworks

Ongoing Operations, LLC

By: \_\_\_\_\_  
Michael Eaton, President

By: KD  
Name: KIRK ORRILE  
Title: PRESIDENT/CEO

**SCHEDULE 1**

Description of Collateral

All of the Debtor's present or after-acquired properties and assets (except for the Debtor's accounts receivable, two designated pieces of leased equipment, proceeds in the Bank Line in excess of \$500,000), whether real, personal, or mixed, tangible or intangible, owned or possessed by the Debtor, including but not limited to:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] (iv) all trademarks and applications therefor, trade names, logos, designs, and symbols relating to the Debtor, Cloudworks and Atticus Information Systems, Inc., and/or the Debtor's business, (v) all goodwill, choses in action, trade secrets, computer programs, software, customer lists, advertising material, patents and applications therefor, licenses, copyrights and applications therefor, technology, processes, and proprietary information owned by the Debtor or relating to the Debtor's business, including, without limitation, the Acquired Assets,

[REDACTED] (ix) all

supplements, modifications, and amendments to the foregoing;

[REDACTED]

[REDACTED]

[REDACTED]

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