

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
UTILIPATH, LLC		08/19/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NEWSRING MEZZANINE CAPITAL II, L.P.		
Street Address:	555 East Lancaster Avenue		
Internal Address:	Radnor Financial Center Suite 444		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4221889	UTILIPATH	
Registration Number:	4233858	UTILIPATH BUILDING THE FUTURE OF COMMUNI	
CORRESPONDENCE DATA			
Fax Number:	4122810717		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	412-454-5000		
Email:	burtnerj@pepperlaw.com		
Correspondent Name:	Pepper Hamilton LLP		
Address Line 1:	500 Grant Street		
Address Line 2:	Suite 5000		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219-2507		
ATTORNEY DOCKET NUMBER:	140856.1		
NAME OF SUBMITTER:	Joseph T. Helmsen		

OP \$65.00 4221889

Signature:	/Joseph T. Helmsen Reg. No. 54163/
Date:	11/12/2013
Total Attachments: 6 source=newspringutilipathtmsecagmt#page1.tif source=newspringutilipathtmsecagmt#page2.tif source=newspringutilipathtmsecagmt#page3.tif source=newspringutilipathtmsecagmt#page4.tif source=newspringutilipathtmsecagmt#page5.tif source=newspringutilipathtmsecagmt#page6.tif	

THIS INSTRUMENT AND THE LIENS GRANTED HEREUNDER ARE EACH SUBJECT TO THE TERMS OF THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF AUGUST 19, 2013, AMONG THE GRANTOR (AMONG OTHERS), NEWSRING MEZZANINE CAPITAL II, L.P., AND ALOSTAR BANK OF COMMERCE (AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) (AS IT MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). EACH HOLDER HEREOF BY ITS ACCEPTANCE HEREOF SHALL BE BOUND BY THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement") dated August 19, 2013, is made by Utilipath, LLC, a Delaware limited liability company (the "Grantor"), in favor of NewSpring Mezzanine Capital II, L.P., a Delaware limited partnership (the "Investor").

WHEREAS, Grantor (among others) has entered into a Subordinated Loan and Unit Purchase Agreement with Investor dated of even date herewith (as it may be amended, restated or modified from time to time, the "Loan Agreement") pursuant to which the Investor, subject to the terms and conditions therein, is to make a loan to Grantor (among others); and

WHEREAS, it is a condition precedent to the Investor's making the loan to the Grantor and others under the Loan Agreement that the Grantor grant a security interest to Investor in, among other property, intellectual property of Grantor and execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

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

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

Section 2. Grant of Security. Grantor hereby grants to Investor a security interest in and to all of Grantor's right, title and interest and to the following (the "Collateral"):

(a) all Trademarks owned by Grantor, now existing or hereafter adopted or acquired, including, without limitation, any thereof referred to in Schedule I hereto, and all Trademark Licenses to which Grantor is a party; and

(b) all Patents owned by Grantor, all as set forth on Schedule II hereto, and all Patent Licenses to which Grantor is a party; and

(c) all Copyrights owned by Grantor, all as set forth on Schedule III hereto, and all Copyright Licenses to which Grantor is a party.

and with respect to clauses (a) - (c) above, all substitutions therefore, and all products and proceeds thereof.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all of the indebtedness, obligations and liabilities of any kind and description arising in any way of any Company to the Investor or to any affiliate of the Investor, individual or collective, joint or several, direct or indirect, absolute or contingent, secured or unsecured due or to become due, contractual or tortious, arising by operation of law or otherwise, now existing or hereafter arising under or in respect of any of the Loan Agreement, the Note, the Mezzanine Units, or any other Loan Document, whether incurred by Grantor as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation any future advances, whether obligatory or voluntary under, or refinancings, renewals or extensions of or substitutions for, any existing or future debt, principal, interest and fees, late fees and expenses (including, attorneys' fees and costs), or that have been or may hereafter be contracted or incurred and any and all costs, expenses and liabilities which may be made or incurred by Investor in any way in connection with any of the Obligations (as defined in the Security Agreement described in the Loan Agreement) or any collateral security therefore.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks, Register of Copyrights, and any other applicable government officer record this IP Security Agreement.

Section 5. Execution of 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.

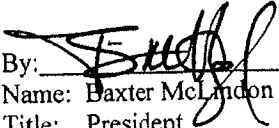
Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Investor with respect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

Section 7. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Delaware, without regard to the conflict of laws provisions thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

UTILIPATH, LLC

By: 
Name: Baxter McLendon Hayes, Jr.
Title: President

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I
TRADEMARKS

Trademark	Current Owner of Record	Serial Number/ Registration Number	Filing Date	International Classes
UTILIPATH Utilipath	Utilipath, LLC, Db Utilipath, LLC (North Carolina Limited Liability Company) 136 Corporate Park Drive, Suite G Mooresville, North Carolina 28117	SN:85-562384 RN:4,221,889	March 7, 2012	(Int'l Class: 42) Computer systems integration services
UTILIPATH BUILDING THE FUTURE OF COMMUNICATIONS <i>Utilipath building the future of communications</i>	Utilipath, LLC, Db Utilipath, LLC (North Carolina Corp.) 136 Corporate Park Drive, Suite G Mooresville, North Carolina 28117	SN:85-579518 RN:4,233,858	March 26, 2012	(Int'l Class: 42) Computer systems integration services

SCHEDULE II

PATENTS

None

SCHEDULE III

COPYRIGHTS

None