

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
GTUIT, LLC		12/12/2013	LIMITED LIABILITY COMPANY: MONTANA
RECEIVING PARTY DATA			
Name:	CapX Fund IV, L.P.		
Street Address:	155 North Wacker Drive, Suite 1760		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86066171		
Serial Number:	86066145	GTUIT	
CORRESPONDENCE DATA			
Fax Number:	6199232957		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(619) 744-2227		
Email:	tapatterson@duanemorris.com		
Correspondent Name:	Stuart L. Sorenson		
Address Line 1:	750 B Street, Suite 2900		
Address Line 2:	Duane Morris LLP		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	F9311-00003		
NAME OF SUBMITTER:	Stuart L. Sorenson		

Signature:	/Stuart L. Sorenson/
Date:	12/23/2013
<p>Total Attachments: 13</p> <p>source=CapX-GTUIT (IPSA)#page1.tif source=CapX-GTUIT (IPSA)#page2.tif source=CapX-GTUIT (IPSA)#page3.tif source=CapX-GTUIT (IPSA)#page4.tif source=CapX-GTUIT (IPSA)#page5.tif source=CapX-GTUIT (IPSA)#page6.tif source=CapX-GTUIT (IPSA)#page7.tif source=CapX-GTUIT (IPSA)#page8.tif source=CapX-GTUIT (IPSA)#page9.tif source=CapX-GTUIT (IPSA)#page10.tif source=CapX-GTUIT (IPSA)#page11.tif source=CapX-GTUIT (IPSA)#page12.tif source=CapX-GTUIT (IPSA)#page13.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") dated as of December 12, 2013, is made by GTUIT, LLC, f/k/a G2G Solutions, LLC, a Montana limited liability company ("Debtor"), in favor of CAPX FUND IV, L.P., a Delaware limited partnership and a federal licensee under the Small Business Investment Act of 1958, as amended (together with its successors and assigns, "Secured Party").

RECITALS

WHEREAS, Debtor and Secured Party are parties to that certain Master Lease Agreement of even date herewith (as the same may be amended, supplemented or modified from time to time, the "Master Lease"), which provides (i) for Secured Party to lease certain equipment to Debtor subject to the terms and conditions thereof, and (ii) for the grant by Debtor to Secured Party of a security interest in Debtor's assets, including, without limitation, its patents, patent applications and registrations, trademarks, trademark applications and registrations, trade names, copyrights and copyright registrations, service marks, service mark applications, all goodwill relating thereto and licenses, and all proceeds thereof, but excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Master Lease. The Master Lease and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Master Lease.

2. Security Interest in Intellectual Property. To secure the complete satisfaction and payment and performance when due (or declared due in accordance with the terms of the Master Lease) of Lessee's payment of the amounts due or owing by it to Lessor under or pursuant to the Master Lease and the other Lease Documents (as defined in the Master Lease) and performance of Debtor's obligations under and pursuant to the Lease Documents (all of the foregoing in this Section collectively, the "Obligations"), Debtor hereby grants to Secured Party a continuing security interest in and to any and all of Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(a) Patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (i) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof,

(iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (i)-(iv) of this subsection 2(a), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(b) Trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (i) all renewals or extensions thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world, if any, excluding any "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed and has been accepted) (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (i)-(iv) of this subsection 2(b), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"); and

(c) License agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between Debtor and any other party, whether Debtor is a licensor or licensee under any such license agreement (all of the foregoing license agreements and Debtor's rights thereunder are referred to collectively as the "Licenses"); and

(d) The goodwill of Debtor's business connected with and symbolized by the Trademarks; and

(e) Copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, namely the copyright registrations and copyright applications listed on Exhibit C attached hereto and made a part hereof, and (i) renewals or extensions thereof, (ii) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (i)-(iv), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(f) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto

throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that as of the date hereof:

(a) To Debtor's knowledge, none of the Intellectual Property owned by Debtor that is United States Intellectual Property and material to Debtor's business has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such material Intellectual Property is presently subsisting;

(b) To Debtor's knowledge, each of the registered United States Intellectual Property owned by Debtor and material to Debtor's business is valid and enforceable;

(c) Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, and C hereto, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by Debtor not to sue third persons, except for any applicable Permitted Liens;

(d) Debtor has adopted, used and is currently using all of the United States Trademarks owned by Debtor and material to Debtor's business;

(e) Debtor has no knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property that is United States Intellectual Property that is scheduled in Exhibits A, B, and C hereto and is material to Debtor's business;

(f) To Debtor's knowledge, no trademark opposition or cancellation proceedings have been filed with the United States Patent and Trademark Office against any of the Trademarks owned by Debtor;

(g) To Debtor's knowledge, the Licenses are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and other similar laws from time to time in effect). To Debtor's knowledge, each of the Licenses is in full force and effect and there is no default under any of the Licenses;

(h) To Debtor's knowledge, none of the Intellectual Property owned by Debtor that is United States Intellectual Property and material to Debtor's business infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of Debtor, threatened claims, litigation, proceedings or other investigations regarding any such Intellectual Property; and

(i) This Security Agreement has been executed and delivered on behalf of Debtor by a duly authorized officer of such Debtor.

4. Restrictions on Future Agreements. Debtor agrees that until all Obligations shall have been indefeasibly paid in full in cash and otherwise satisfied ("Paid In Full") and the Master Lease shall have been terminated in accordance with its terms, Debtor shall not, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement with respect to the Intellectual Property (except for Permitted Liens), and Debtor further agrees that except as specifically permitted by the Master Lease it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property.

(a) Debtor hereby represents and warrants to Secured Party that the Intellectual Property listed on Exhibits A, B, and C, respectively, constitutes all of the registered United States Patents, Trademarks and Copyrights (except with respect to unregistered Intellectual Property), as applicable, now owned by Debtor and material to Debtor's business. If, before all Obligations shall have been Paid In Full or before the Master Lease has been terminated in accordance with its terms, Debtor shall obtain rights to any new Intellectual Property, the provisions of this Security Agreement above shall automatically apply thereto and, with respect to any U.S. Patent, Trademark and Copyright registrations and applications Debtor shall give to Secured Party prompt written notice thereof. Debtor hereby authorizes Secured Party to amend or modify this Security Agreement by amending or modifying Exhibits A, B, and C, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtor's sole cost and expense). Upon Secured Party's reasonable request, Debtor agrees to duly and promptly execute and deliver any and all documents and instruments necessary to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, and C pursuant to this Section.

(b) Upon the reasonable request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtor, Debtor shall promptly and duly take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to grant a perfected security interest hereunder in any and all of Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (a) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, and (b) the Payment In Full of all Obligations and the termination of the Master Lease in accordance with its terms. Debtor agrees that upon the occurrence and during the continuance of an Event of Default, the use by Secured Party of all

Intellectual Property shall be as extensive as the rights of Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to Debtor. Upon the occurrence and during the continuance of any Event of Default, Debtor hereby authorizes: (i) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of Debtor's entire interest therein; (ii) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of Debtor's entire interest therein; and (iii) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of Debtor's entire interest therein and in the goodwill of Debtor's business connected therewith and symbolized thereby.

7. Effect on Master Lease. Debtor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Secured Party under the Master Lease but rather is intended to facilitate the exercise of such rights and remedies. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Master Lease, all rights and remedies allowed by law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois. In the event of a conflict between the Master Lease and this Security Agreement, the terms of the Master Lease shall control.

8. Release of Security Agreement. Upon the Payment In Full of the Obligations and the termination of the Master Lease in accordance with its terms, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtor, at Debtor's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party hereunder.

9. Duties of Debtor. Except as otherwise permitted by the Master Lease, Debtor shall have the duty to the extent commercially reasonable and in Debtor's good faith business judgment: (a) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been Paid In Full and the Master Lease has been terminated in accordance with its terms, (b) to make application on unpatented but patentable inventions and on trademarks and service marks, (c) to preserve and maintain all rights in the Intellectual Property owned by Debtor (including, but not limited to, with respect to Trademarks, the filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of Debtor in its Trademarks), and (d) to ensure that the Intellectual Property owned by Debtor is and remains enforceable. Any and all costs and expenses incurred in connection with Debtor's obligations under this Section 9 shall be borne by Debtor. Debtor shall not knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party (which will not unreasonably be withheld), except for

Intellectual Property that Debtor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

10. Secured Party's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement.

11. Waivers. No course of dealing between Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Master Lease shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by Debtor and Secured Party.

14. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Master Lease, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as Debtor's true and lawful attorney-in-fact, with power to (a) endorse Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (b) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (c) grant or issue any exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (d) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been Paid In Full in cash and the Master Lease has been terminated in accordance with its terms.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Debtor and its successors and permitted assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns; provided, however, Debtor shall not assign this Security

Agreement or any of Debtor's obligations hereunder without the prior written consent of Secured Party.

16. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts taken together shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

17. Further Assurances. Debtor agrees to promptly and duly execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. Debtor acknowledges that a copy of this Security Agreement will be filed by Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of Debtor.

18. Survival of Representations. All representations and warranties of Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

19. GOVERNING LAW. THIS SECURITY AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS AND THE VALIDITY OF THIS SECURITY AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT, AND THE RIGHTS AND OBLIGATIONS OF PARTIES HEREUNDER, SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW OR CHOICE OF LAW PRINCIPLES.

20. SUBMISSION TO JURISDICTION. DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE GENERAL JURISDICTION OF THE COURTS IN COOK COUNTY IN THE STATE OF ILLINOIS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE NORTHERN DISTRICT OF ILLINOIS AND APPELLATE COURTS FROM ANY THEREOF;

(b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN

**INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;
AND**

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT SUCH PARTY'S ADDRESS SET FORTH IN THE MASTER LEASE OR AT SUCH OTHER ADDRESS OF WHICH SECURED PARTY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO. EACH PARTY AGREES THAT SUCH SERVICE, TO THE FULLEST EXTENT PERMITTED BY LAW (i) SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON SUCH PARTY IN ANY SUIT, ACTION OR PROCEEDING, AND (ii) SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE UPON AND PERSONAL DELIVERY TO SUCH PARTY.

NOTHING HEREIN SHALL AFFECT SECURED PARTY'S RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR LIMIT SECURED PARTY'S RIGHT TO BRING PROCEEDINGS AGAINST SUCH PARTIES IN ANY COURT OR ANY OTHER JURISDICTION.

21. JURY TRIAL WAIVER. EACH DEBTOR AND SECURED PARTY HEREBY IRREVOCABLY AND KNOWINGLY WAIVES (TO THE FULLEST EXTENT PERMITTED BY LAW), AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (INCLUDING, WITHOUT LIMITATION, ANY COUNTERCLAIM) ARISING OUT OF THIS SECURITY AGREEMENT OR ANY TRANSACTIONS RELATED HERETO, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT A JURY. EACH DEBTOR AND SECURED PARTY ACKNOWLEDGES THAT SUCH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS PARAGRAPH.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned Debtor has duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

GTUIT, LLC
a Montana limited liability company

By: 
Its: Manager

AGREED AND ACCEPTED:

CAPX FUND IV, L.P.
a Delaware limited partnership

By: CapX Partners IV GP, LLC
Its: General Partner

By: CAPX MANAGEMENT CORP.
Its: Manager

By: _____
Name: Jeffrey S. Pfeffer
Title: President

IN WITNESS WHEREOF, the undersigned Debtor has duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

GTUIT, LLC
a Montana limited liability company

By: _____
Its: Manager

AGREED AND ACCEPTED:

CAPX FUND IV, L.P.
a Delaware limited partnership

By: CapX Partners IV GP, LLC
Its: General Partner

By: CAPX MANAGEMENT CORP.
Its: Manager


By: 
Name: Jeffrey S. Pfeffer
Title: President

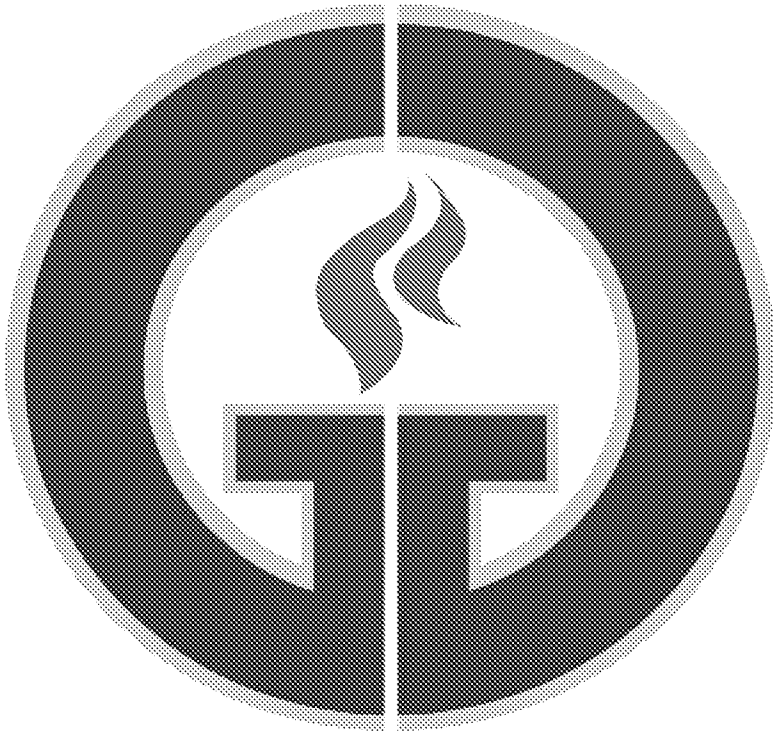
EXHIBIT A

PATENTS

PASSIVE FLOW REGULATOR FOR PRODUCED GASES AND METHOD FOR USING SAME for which an application for United States Letters Patent was filed on February 17, 2013 under U.S. Patent Application No. 13/769,371.

EXHIBIT B
TRADEMARKS

1. Trademark application for the GTUIT Logo (see below) filed with the United States Patent and Trademark Office on September 16, 2013, under Serial No. 86066171.



2. Trademark application for the name GTUIT filed with the United States Copyright office on September 16, 2013, under Serial No. 86066145.

EXHIBIT C
COPYRIGHTS

None.