

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
Z-Axis, Inc.		01/16/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Cephas Capital Partners II, L.P.		
Street Address:	11 Schoen Place		
Internal Address:	8th Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77285886	BEAR POWER SUPPLIES	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	585-419-8636		
Email:	harrisbeachip@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	269968		
NAME OF SUBMITTER:	Neal L. Slifkin		
Signature:	/Neal L. Slifkin/		

CH \$40.00 77285886

Date:

01/23/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO A CERTAIN INTERCREDITOR AGREEMENT, DATED JANUARY 16, 2014 MADE AMONG FIRST NIAGARA BANK, N.A., NEW YORK BUSINESS DEVELOPMENT CORPORATION, ONTARIO COUNTY ECONOMIC DEVELOPMENT CORPORATION AND CEPHAS CAPITAL PARTNERS II, L.P., AND ACKNOWLEDGED BY THE COMPANY

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made January 16, 2014 in favor of CEPHAS CAPITAL PARTNERS II, L.P. ("Investor") by Z-Axis, Inc. ("Grantor") a corporation formed under the laws of the State of Georgia with its chief executive office located at 1916 Route 96, Phelps, NY 14532.

Grantor and Investor hereby agree as follows:

1. Definitions. Unless otherwise indicated in this Agreement, all terms used herein shall have the same meanings as given to them in the Investment Agreement, and to the extent not inconsistent therewith, the same meanings as given to them in the Uniform Commercial Code of the State of New York (the "UCC") as amended from time to time. The following terms shall have the following meanings when used in this Agreement:

"Collateral" has the meaning set forth in Section 2.

"Liabilities" mean all indebtedness, liabilities, and obligations of every kind or nature, whether absolute or contingent, primary or secondary, direct or indirect, joint or several, and whether heretofore or hereafter created, arising, or existing or at any time due and owing from Grantor to Investor (including without limitation, all obligations under the Guaranty and the other Transaction Documents, all sums expended by the Investor for protection of its interests such as payments made for taxes, insurance, and expenses of collection).

"Investment Agreement" means the Investment Agreement between the Investor and Grantor, dated as of even date herewith, as the same may be modified, extended, or replaced from time to time.

"PTO" means the United States Patent and Trademark Office.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Grantor hereby grants to Investor a Lien and security interest in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service

mark applications listed on Schedule A, attached hereto and made a part thereof, and (A) renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as "Trademarks");

(ii) the goodwill of Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks ("Goodwill");

(iii) all general intangibles and all intangible intellectual or other similar property of Grantor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Investor is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

3. Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in writing by the Secured Party. Secured Party agrees to provide such agreement to Grantor upon full and final payment and satisfaction of all Liabilities. This Agreement has been entered into in conjunction with the security interests granted to Investor under the Investment Agreement. The rights and remedies of Investor with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Investment Agreement, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Grantor represents and warrants to Investor that a true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications owned by Grantor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Investor to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Investor to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Investor may record this Agreement, an abstract thereof, or any other document describing Investor's interest in the Collateral with the PTO, at the expense of Grantor. In addition, Grantor authorizes Investor to file financing

statements describing the Collateral in any UCC filing office deemed appropriate by Investor. If the Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantor shall immediately notify Investor in a writing signed by the Grantor of the brief details thereof and grant to the Investor in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Investor.

6. Authorization to Supplement. If, before the Liabilities shall have been satisfied in full, Grantor shall (i) obtain rights to any new trademarks, trademark registrations, trade names, service marks, service mark registrations, service names, or licenses, or (ii) become entitled to the benefit of any service mark or trademark application, service mark, service mark registration, trademark, trademark registration, or license renewal, the provisions of this Assignment shall automatically apply thereto and Grantor shall give to Investor prompt written notice thereof. Grantor hereby authorizes Investor as attorney in fact to modify this Assignment by amending Schedule A, as applicable, to include any future service marks, service mark registrations, service mark applications, service names, trademarks, trademark registrations, trademark applications, trade names and licenses, as applicable, under Section 2 above or under this Section 6, and to file or refile this Assignment with the United States Patent and Trademark Office.

7. Laws. The validity, construction, and performance of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. Entire Agreement; Amendment. This Agreement and the Investment Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Investment Agreement. Notwithstanding the foregoing, Investor unilaterally may re-execute this Agreement or modify, amend or supplement Schedule A hereto as provided in Section 6 hereof. If any provision hereof expressly conflicts with any specific provision of the Investment Agreement, the terms of the Investment Agreement shall be controlling.

9. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

10. Default. The occurrence of any Event of Default under the Investment Agreement shall be an "Event of Default" under this Agreement.

11. Continuing Agreement, Termination. This is a continuing Agreement, and no notice of the creation or existence of the Liabilities, renewal, extension or modification thereof need be given to Grantor. This Agreement will terminate only at such time as the Liabilities have been finally and irrevocably satisfied in full.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Investment Agreement.

13. No Waiver. Grantor agrees that no representation, promise, or agreement made by the Investor or by any officer or employee of the Investor, at, prior, or subsequent to the execution and delivery of this Agreement shall modify, alter, limit, or otherwise abridge the rights and remedies of the Investor hereunder unless agreed by the Investor in writing. None of the rights and remedies of Investor hereunder shall be modified, altered, limited, or otherwise abridged or waived by any representation, promise, or agreement hereafter made or by any course of conduct hereafter pursued by the Investor. No delay or omission on the part of the Investor in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Agreement, and waiver of any right shall not be deemed waiver of any other right unless expressly agreed by the Investor in writing.

14. Parties in Interest. All of the terms and provisions of this Agreement shall inure to the benefit of, be binding upon and be enforceable by the respective heirs, executors, legal representatives, successors, and assigns of the parties hereto.

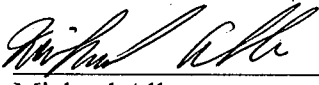
15. Severability. Any partial invalidity of the provisions of this Agreement shall not invalidate the remaining portions hereof or thereof.

16. Miscellaneous. Grantor hereby expressly waives demand, presentment, protest, or notice of dishonor on any and all of the Liabilities and with respect to the Collateral.

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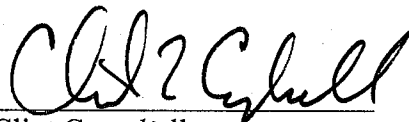
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Z-AXIS, INC.

By: 
Michael Allen
Title: President

CEPHAS CAPITAL PARTNERS II, L.P.

By: Chephas, LLC
Its: General Partner

By: 
Clint Campbell
Managing Member

SCHEDULE A
To the Trademark Security Agreement
Grantor: Z-Axis, Inc.

<u>Trademarks</u>	<u>Registration Number</u>	<u>Date</u>
"Bear Power Supplies"	77285886	7/1/2008