

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
Critical Information Network, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
RedVector.com, LLC		02/28/2014	LIMITED LIABILITY COMPANY: DELAWARE
TargetSolutions, Inc.		02/28/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	3025 Chemical Road
Internal Address:	Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	Financial Institution: PENNSYLVANIA

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	3834457	TARGETSAFETY
Registration Number:	3844402	TARGETSAFETY
Registration Number:	3834458	TARGETSAFETY
Registration Number:	3834459	TARGETSAFETY
Registration Number:	3844401	PREVENTIONLINK
Registration Number:	3834460	
Registration Number:	4140090	TARGETSOLUTIONS
Registration Number:	4225758	TARGETSOLUTIONS
Registration Number:	4358966	TS
Registration Number:	4471511	TS TARGETSOLUTIONS

Registration Number:	4358968	TARGETSOLUTIONS
Registration Number:	4258300	TARGETSOLUTIONS
Registration Number:	2539845	REDVECTOR
Registration Number:	3281829	REDVECTOR
Registration Number:	3476034	LICENSESURE
Registration Number:	3476126	MANAGEMYCE
Registration Number:	3859242	VECTORLEARNING
Registration Number:	4187567	SMARTTEAM
Registration Number:	4190022	FETN
Registration Number:	2920670	HOMELAND ONE FIRST RESPONDER NETWORK
Registration Number:	2756218	PULSE:EMERGENCY MEDICAL UPDATE
Registration Number:	3967536	CINOW
Registration Number:	3819443	CINET
Registration Number:	3811895	CRITICAL INFORMATION NETWORK
Registration Number:	2007317	EMERGENCY MEDICAL UPDATE
Registration Number:	1780597	HSTN
Registration Number:	1762832	HSTN
Registration Number:	1718105	LETN
Registration Number:	1716560	LETN
Registration Number:	1715368	LETN
Registration Number:	1723433	FETN
Registration Number:	1711381	PSTN
Registration Number:	1695149	PSTN
Registration Number:	1574523	PULSE
Registration Number:	1781352	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	1781765	AUTOMOTIVE SATELLITE TELEVISION NETWORK
Registration Number:	3492667	CALIBRE PRESS

CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

TRADEMARK
REEL: 005229 FRAME: 0131

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 116280-01019

NAME OF SUBMITTER: Timothy D. Pecsénye

Signature: /Timothy D. Pecsénye/

Date: 03/04/2014

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”) is made this 28th day of February, 2014, between **TARGETSOLUTIONS, INC.**, a California corporation (“Borrower”), **REDVECTOR.COM, LLC**, a Delaware limited liability company (“RedVector”), **CRITICAL INFORMATION NETWORK, LLC**, a Delaware limited liability company (“CIN”, together with Borrower and RedVector, the “Grantors” and each individually a “Grantor”), and **CITIZENS BANK OF PENNSYLVANIA** (“Lender”).

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”) among Grantors and Lender, Lender is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY COLLATERAL. Each Grantor hereby unconditionally grants, assigns and pledges to Lender a security interest in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “Intellectual Property Collateral”):

- (a) all of its Trademarks including those referred to on Schedule I hereto;
- (b) all of its patents including those referred to on Schedule II hereto (collectively, the “Patents”);
- (c) all of its copyrights, copyright applications, registrations and licenses, rights and interests in copyrights and works protectable by copyright including those referred to on Schedule III hereto (collectively, the “Copyrights”); and
- (d) all proceeds of the foregoing.

For purposes hereof, “Trademarks” means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on Schedule I hereto, (ii) all renewals thereof, (iii) all income, royalties, damage awards and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) the right to sue for past, present and future (A) infringements

and dilutions thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.

4. LOAN AGREEMENT. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks, Patents and/or Copyright or with respect to such Grantor's election not to renew or extend any material Trademark, Patent and/or Copyright registration. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Lender in Lender's reasonable discretion to modify this Intellectual Property Security Agreement by amending Schedule I, Schedule II and/or Schedule III, as applicable, to include any such new Trademark, Patent and/or Copyright rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend Schedule I, Schedule II and/or Schedule III shall in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I, Schedule II or Schedule III.

6. POWER OF ATTORNEY. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, each Grantor hereby covenants and agrees that Lender may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its reasonable discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Each Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its reasonable discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or non-exclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to any Person including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, as it may then be completed by Lender in order to effectuate a transfer of the Trademarks, Patents and/or Copyrights and carry out the intent of the parties hereto; provided that Lender shall not assign or otherwise dispose of any Trademark owned by any Grantor without assigning the assets

and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable until all Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated, at which time this power of attorney shall immediately and automatically, without further action of Lender or Grantors, terminate.


7. COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.

8. GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA.

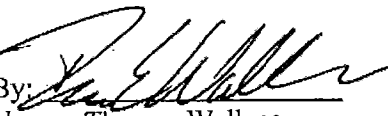
[SIGNATURE PAGE FOLLOWS]

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

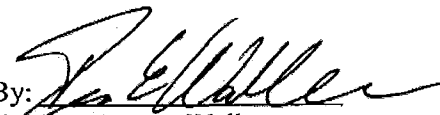
REDVECTOR.COM, LLC

By: 
Name: Thomas Wallace
Its: President and CEO

CRITICAL INFORMATION NETWORK,
LLC

By: 
Name: Thomas Wallace
Its: President and CEO

TARGETSOLUTIONS, INC.

By: 
Name: Thomas Wallace
Its: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

By: _____
Name: Joseph J. DeMarco, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

REDVECTOR.COM, LLC

By: _____
Name: Thomas Wallace
Its: President and CEO

**CRITICAL INFORMATION NETWORK,
LLC**

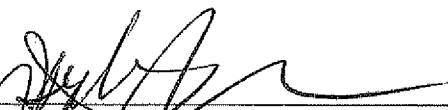
By: _____
Name: Thomas Wallace
Its: President and CEO

TARGETSOLUTIONS, INC.

By: _____
Name: Thomas Wallace
Its: President and CEO

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Joseph J. DeMarco, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

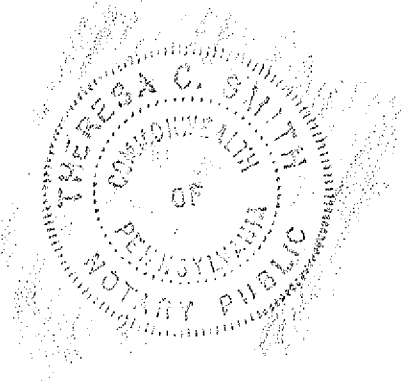
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF Pennsylvania : SS
COUNTY OF Montgomery :

On this 27th day of February, 2014, before me personally appeared Joseph J. DeMarco, Jr. to me known and being duly sworn, deposes and says that he is a Senior Vice President of Citizens Bank of Pennsylvania, the Lender described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such Lender; and he desires the same to be recorded as such.

Theresa C. Smith
Notary Public

My Commission Expires: May 12, 2015



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Theresa C. Smith, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires May 12, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

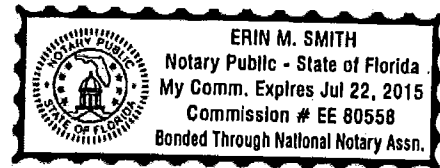
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF: Florida : SS
COUNTY OF: Hillsborough :

On this 28th of February 2014, before me personally appeared Thomas Wallace to me known and being duly sworn deposes and says that he is the President and CEO of TargetSolutions, Inc., RedVector.com, LLC, and Critical Information Network, LLC, each a Company described in the foregoing Agreement; that he signed the Agreement as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such entity; and he desires the same to be recorded as such.

Erin M. Smith
Notary Public

My Commission Expires:



SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations/Applications

Borrower:

3834457
3844402
3834458
3834459
3844401
3834460
4140090
4225758
4358966
4471511
4358968
4258300
799931 (Canada)

RedVector:

2539845
3281829
3476034
3476126
3859242
4187567

CIN:

4190022
2920670
2756218
3967536
3819443
3811895
2007317
1780597
1762832
1718105
1716560
1715368
1723433
1711381
1695149
1574523
1781352
1781765
3492667

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

None

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Applications

Borrower:

Copyright rights associated with the content, code, materials and images included on and associated with the websites associated with the following Domain Names:

mclbtraining.com
preventionlink.com
preventionlink.net
safetylogin.com
targetedu.com
targetfire.com
targetsafety.com
targetsolution.com
targetsolutions.com
etargetsolutions.com
targetonlinesolutions.com
targetsoln.com
targetsolutions.info
targsol.com
tospe.com

Copyright rights in courses in the course library of Borrower's Learning Management System

RedVector:

The following copyright registrations:

TXu001095653
TX0006498151
TX0007591617
TX0007526803
TX0007591622

Copyright rights associated with the content, code, materials and images included on and associated with the websites associated with the following Domain Names:

adrs1.net
aecguru.com
amheat.com
architectpdh.com
architectsce.com
astn.com
cearchitect.com
cecontractor.com

ceengineers.com
companylearn.com
contractorcecredit.com
contractorcehours.com
contractorsce.com
ctqpflorida.com
engineerpdh.com
engineersce.com
engineerspdp.com
flcontractorce.com
floridaceonline.com
floridaconstructiononline.com
floridacontractorsce.com
floridacontractorscourse.com
floridacontractorsonline.com
freeaceducation.com
freearchitectce.com
freeceguru.com
greenbuildcourses.com
greenbuildducation.com
greenbuildlearning.com
green-continuingeducation.com
leedcertificateonline.com
leedcertificates.com
managemyce.com
motflorida.com
myces4free.com
mygreence.com
oshaonlinecourses.com
ouronlineuniversity.com
pdh4free.com
pdharchitect.com
pdhcontractor.com
pdh-professor.com
qcwuniversity.com
redvector.biz
redvector.com
redvector.net
redvector.org
redvector1.com
redvectoracademy.com
redvectorcertificates.com
redvectorcorporate.com
redvectordata.com
redvectorenterprise.biz
redvectorenterprise.com

redvectorenterprise.mobi
redvectorenterprise.net
redvectorenterprise.org
redvectorenterprise.xxx
redvectorgoesgreen.com
redvectoronline.com
redvectorosha.com
redvectorsafety.com
redvectorsolution.com
redvectorsolutions.com
redvectorsolutions.xxx
redvectoru.com
redvectoru.xxx
silverchairlearning.xxx
smartteam.com
smartteam.xxx
vectorlearn.com
vectorlearning.biz
vectorlearning.com
vector-learning.com
vectorlearning.info
vectorlearning.mobi
vectorlearning.net
vectorlearning.org
vectorlearning.xxx
vectorlearninginc.com

Copyright rights in courses in the course library of RedVector's Learning Management System

CIN:

Copyright rights associated with the content, code, materials and images included on and associated with the websites associated with the following Domain Names:

cinethcl.biz
cinethcl.com
cinethcl.net
cinetworld.com
cinetworld.net
cinetworld.org
criticalinfonet.com
criticalinfonet.net
fetrn.com
homelandone.com
homelandone.net
homelandone.org
hstn.com

industrialtrainingnetwork.com
industrialtrainingnetwork.net
industrialtrainingnetwork.org
letn.com
ltn.com
pstn.com
pwpl.com
texaselectricalcontractorce.com
twlk.com
worknews.com
workplacetraining.com

Copyright rights in courses in the course library of CIN's Learning Management System

EXHIBIT 1

TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

WHEREAS, [_____] (“Grantor”) is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”), (ii) patents listed on Schedule B attached hereto and made a part hereof (“Patents”), and (iii) copyrights and copyright applications and licenses listed on Schedule C attached hereto and made a part hereof (“Copyrights”) which are registered in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and

WHEREAS, _____ (“Grantee”), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents/Copyrights];

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated _____, 2014 between Grantor and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents/Copyrights] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the ___ day of _____.

[_____]

By: _____

Attorney-in-fact

Witness: