

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAIFE, Inc.	FORMERLY Cummings Engineering Consultants, Inc.	03/28/2014	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	SAIFE Holdings LLC
Street Address:	8500 Normandale Lake Blvd #600
Internal Address:	Rhonda Donahoe, c/o NJK Holding Corporation
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437-3819
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	85737270	SECURE MOBILE
Registration Number:	4436619	CUMMINGS ENGINEERING
Registration Number:	4435816	SAIFE & SECURE
Registration Number:	4425742	S SAIFE
Registration Number:	4294322	AGILETRUST
Registration Number:	4248638	GEOSPATIALSCIF
Registration Number:	4224486	SECURESLEEVE
Registration Number:	4224343	SAIFE
Registration Number:	4220881	GRASS ROOTS INTELLIGENCE PROGRAM
Registration Number:	4204767	GEOSPATIALTRUST
Registration Number:	4204766	CRYPTOSLEEVE
Registration Number:	4204715	SECUREMOBILE
Registration Number:	4204714	TIPRNET
Registration Number:	4181064	GEOSPATIALMOBILITY

CORRESPONDENCE DATA

Fax Number: 6123408827

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

TRADEMARK

US Mail.

Phone: 612-492-6864
Email: mlsna.matt@dorsey.com
Correspondent Name: Matthew C. Mlsna
Address Line 1: Dorsey & Whitney LLP, 50 S Sixth St
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	437938-19
NAME OF SUBMITTER:	Matthew C. Mlsna
SIGNATURE:	/Matthew C. Mlsna/
DATE SIGNED:	04/23/2014

Total Attachments: 9

source=04211400#page1.tif
source=04211400#page2.tif
source=04211400#page3.tif
source=04211400#page4.tif
source=04211400#page5.tif
source=04211400#page6.tif
source=04211400#page7.tif
source=04211400#page8.tif
source=04211400#page9.tif

SAIFE, INC.

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 28, 2014, is made by and between SAIFE, Inc., an Arizona corporation (fka, Cummings Engineering Consultants, Inc., and hereafter the "Debtor") and SAIFE Holdings LLC, a Delaware limited liability company (the "Secured Party").

RECITALS

The Secured Party has made a loan to the Debtor evidenced by that certain Senior Secured Promissory Note dated of even date herewith in favor of the Secured Party, and intends to make further advances to the Debtor under the Secured Note, and under replacement of extensions of such Senior Secured Promissory Note (collectively, the "Secured Note").

As a condition to extending credit to the Debtor under the Secured Note, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description which the Debtor may now or at any time hereafter owe to the Secured Party pursuant to the Secured Note, or any amendment, refinancing, extension or replacement thereof, or under this Agreement (the "Security Agreement").

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, including any provisional and non-provisional patent applications, issued patents, reissued patents, re-examinations, divisionals, continuations, continuation-in-parts thereof and any co-pending foreign patents or patent applications, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, any patent application listed on Exhibit A, this list being non-exclusive.

"Permitted Licenses" means (i) the licenses currently applicable to the Patents and Trademarks, a list of which is set forth on Exhibit A as to the Patents and Exhibit B as to the Trademarks, and (ii) any licenses subsequently granted with the approval of the Debtor's Board of Directors.

"Permitted Liens" means (i) the Security Interest, (ii) covenants, restrictions, rights, easements and minor irregularities in title that do not materially interfere with the Debtor's business or operations as presently conducted; (iii) liens for taxes not yet

delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established and (iv) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's, landlord's and mechanics' liens and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings.

"Trademarks" means all of the Debtor's present and future right, title and interest in and to marks, including, but not limited to, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world, and the entire goodwill of the business associated with and symbolized by the marks, including, without limitation, the marks listed on Exhibit B, this list being non-exclusive.

2. Security Interest. The Debtor hereby irrevocably pledges and grants the Secured Party a security interest, with power of sale to the extent permitted by law (the "Security Interest"), in the Patents and the Trademarks to secure payment of the Obligations. Upon the Secured Party' request, the Debtor shall execute financing statements or other applicable documents covering the Patents and the Trademarks and take such other steps as are necessary to cooperate with the Secured Party to perfect its security interest granted herein.

3. Representations, Warranties and Agreements. The Debtor hereby represents, warrants and agrees as follows:

(a) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Patents as of the date hereof, as well as the Permitted Licenses granted with respect to the Patents.

(b) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of registrations pertaining to such Trademarks as of the date hereof, as well as any Permitted Licenses granted with respect to the Trademarks. The Debtor further represents and warrants that:

- (i) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (ii) The Trademarks that are registered are valid and enforceable;
- (iii) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and
- (iv) The Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, except where a failure to provide such statutory notice would not have a material adverse effect on the Debtor.

DC

(c) **Title.** The Debtor has absolute title to each Patent listed on Exhibit A, and each Trademark listed on Exhibit B, free and clear of all security interests, liens and encumbrances, except for the Permitted Licenses and Permitted Liens, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Debtor not to sue third persons. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark, free and clear of all security interests, liens and encumbrances, except the Permitted Licenses and Permitted Liens, (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances except the Permitted Licenses and Permitted Liens and (iii) has obtained and will obtain enforceable written assignments from all employees assigning to the Debtor all technology and intellectual property created by its employees in connection with their employment.

(d) **No Sale.** Except for licensing in the ordinary course of business and Permitted Licenses, the Debtor will not sell or otherwise dispose of the Patents or the Trademarks, or any interest therein, or grant any lien, encumbrance or security interest to any third party without the prior written consent of the Secured Party.

(e) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business, including, but not limited to, filing all affidavits and renewals possible with respect to issued registrations. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit in support thereof, without first providing the Secured Party with (i) sufficient written notice to allow the Secured Party to timely pay any such maintenance fees or annuity which may become due on any of said Patents or Trademarks, or to file any affidavit with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit, should such be necessary or desirable.

(f) **The Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (e), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement on behalf of and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own names) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure.

(g) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all out of pocket costs and expenses (including reasonable attorneys' fees) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6,

together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(h) *Power of Attorney.* To facilitate the Secured Party's taking action under subsection (f) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party or its successor, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or the Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the payment and performance of all of the Obligations.

4. The Debtor's Use of the Patents and the Trademarks. The Debtor shall be permitted to control and manage the Patents and the Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default has occurred and is continuing.

5. Events of Default. Any occurrence constituting an "Event of Default" under the Secured Note shall constitute an event of default under this Agreement (herein called an "Event of Default").

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, during the continuance of an Event of Default, the Secured Party may, at its option, exercise and enforce any or all rights and remedies available under the Uniform Commercial Code and may also take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Secured Note or the Security Agreement;

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and the Trademarks; and

(c) The Secured Party may enforce the Patents and the Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Notice. Any notice or other communications hereunder to the parties hereto shall be in writing and may be personally served or sent by United States mail, registered or certified, postage pre-paid and properly addressed as set forth below its signature.

8. Termination of Security Interest. Upon the indefeasible payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Patents and Trademarks shall revert to the Debtor. Upon such termination, the Secured Party hereby authorizes the Debtor to file any documents or instrument requested by the Debtor in order to terminate the security interest and the Secured Party will execute and deliver to the Debtor such documents or instruments as the Debtor shall reasonably request to evidence such termination.

9. Miscellaneous. This Agreement has been duly and validly authorized by all necessary action, corporate or otherwise. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's options, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. The Secured Party shall not be obligated to preserve any rights that the Debtor may have against prior parties, to realize on the Patents and the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of the Patents and the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the state of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

THE DEBTOR:

SAIFE, INC.

By: *Darren Cummings*
Darren Cummings, Chief Executive Officer

Address:
Darren Cummings, CEO
SAIFE, INC.
145 S. 79th Street, Suite 26
Chandler, AZ 85226

THE SECURED PARTY:

SAIFE Holdings, LLC

By: *Rhonda Donahoe*
Its CFO

Address:
Rhonda Donahoe
c/o NJK Holding Corporation
8500 Normandale Lake Blvd #600
Minneapolis, MN 55437-3819

Handwritten initials/signature

**EXHIBIT A
UNITED STATES PATENTS AND PATENT APPLICATIONS**

PATENTS




PATENT NO.	Title
7,944,357	Method and System for a Grass Roots Intelligence Program
8,392,699	Secure Communication System for Mobile Devices
8,588,746	Technique for Bypassing an IP PBX

UNITED STATES PENDING PATENT APPLICATIONS


Application Number	Title
13/413,959	Secure Sub-Joined Computing Device
13/656,231	Geospatial Cryptography
13/657,872	Secure Communication System for Mobile Devices
13/671,534	Cryptographic Passcode Reset
13/688,160	User-Space Enabled Virtual Private Network
13/730,311	Field Provisioning a Device to a Secure Enclave
13/738,987	Data Security and Integrity by Remote Attestation
13/838,024	Secure Network Storage ("Secure Drop Box")
13/850,282	Multi-Wrapped Virtual Private Network
13/855,713	Remotely Establishing Device Platform Integrity
13/928,400	Certificate Authority Server Protection
13/969,544	Secure Non-Geospatially Derived Device Presence Information
14/034,552	Technique for Bypassing an IP PBX
14/094,767	Secure Computing System

EXHIBIT B

UNITED STATES TRADEMARKS

Mark	Registered Owner	Ser./Reg. Number
SECURE MOBILE & Design 	Cummings Engineering Consultants, Inc.	85/737,270
CUMMINGS ENGINEERING & Design 	Cummings Engineering Consultants, Inc.	4,436,619
SAIFE & SECURE	Cummings Engineering Consultants, Inc.	4,435,816
S SAIFE (Stylized) 	Cummings Engineering Consultants, Inc.	4,425,742
AGILETRUST	Cummings Engineering Consultants, Inc.	4,294,322
GEOPATIALSCIF	Cummings Engineering Consultants, Inc.	4,248,638
SECURESLEEVE	Cummings Engineering Consulting, Inc.	4,224,486
SAIFE	Cummings Engineering Consultants, Inc.	4,224,343
GRASS ROOTS INTELLIGENCE PROGRAM	Cummings Engineering Consultants, Inc.	4,220,881
GEOPATIALTRUST	Cummings Engineering Consultants, Inc.	4,204,767

PH DC

CRYPTOSLEEVE	Cummings Engineering Consultants, Inc.	4,204,766
SECUREMOBILE & Design 	Cummings Engineering Consultants, Inc.	4,204,715
TIPRNET	Cummings Engineering Consultants, Inc.	4,204,714
GEOSPATIALMOBILITY	Cummings Engineering Consulting, Inc.	4,181,064

eg ec