

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312791

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Sandbox, Inc.		07/30/2014	CORPORATION: DELAWARE
NetCentrics Corporation		07/30/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2426190	SITE PROFILER	
Registration Number:	2478952	DIGITAL SANDBOX	
Serial Number:	78007669	DSBOX	
Registration Number:	3343938	OVO	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D Pecsénye		
Address Line 1:	One Logan Sqaure		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-14043		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	08/04/2014		

OP \$115.00 2426190

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**"), dated as of July 30, 2014, is made by DIGITAL SANDBOX, INC., a Delaware corporation ("**Sandbox**"), with an address at 8251 Greensboro Drive, Suite 1100, McClean, VA 22102, and NETCENTRICS CORPORATION, a Virginia corporation ("**NetCentrics**", and together with Sandbox, collectively and individually, as the context may require, "**Grantor**"), with an address at 205 Van Buren Street, Suite 420, Herndon, VA 20170, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 200 S. Wacker Drive, Chicago, IL 60606, in its capacity as Agent for the Lenders under the Loan Agreement referenced below (together with its successors and assigns in such capacity, the "**Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of July 30, 2014 (as it may be amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Loan Agreement) among Grantor, Haystax Technology, Inc., Flexpoint Holdings, Inc. and Flexpoint Technology LLC, as borrowers, Stax Intermediate Corporation, as a guarantor, and each other Person hereafter joined thereto as a borrower or guarantor from time to time, Agent and the financial institutions party thereto from time to time ("**Lenders**"), Lenders have made and/or will in the future make certain extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, security interests in and to and Liens on substantially all of Grantor's assets, including without limitation all of Grantor's Intellectual Property and specifically including all of Grantor's registered patents, trademarks and copyrights and all of Grantor's filed patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "**Registered Intellectual Property**"); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor hereby assigns, pledges and grants to Agent, for the benefit of Lenders, a

continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "**Intellectual Property Collateral**"):

(a) all of its registered copyrights and filed copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued patents and filed patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are Paid in Full.

Section 2. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent, for the benefit of Lenders, pursuant to the Loan Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent and Lenders with respect to the security interests and Liens 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.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Registered Intellectual Property Collateral (including any registration or issuance of any patent, trademark or copyright arising out of any filed patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Loan Agreement following acquisition of such new Registered Intellectual Property, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired Registered Intellectual Property on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Registered Intellectual Property Collateral to Agent to secure the Obligations. Each such Supplement is intended by the parties to be filed, and Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agrees that any and all such after-acquired Registered Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Registered Intellectual Property but Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, upon the request of the Agent, such Grantor shall within five (5) Business Days of such request, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Agent may require to evidence the Agent's and the Lenders' security interest in any such Registered Intellectual Property Collateral of such Grantor relating thereto or represented thereby.

Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Agent that Schedule 1 sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Loan Agreement shall constitute an “**Event of Default**” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Loan Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Loan Agreement or any Other Document, Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Loan Agreement and the Other Documents. This power of attorney is coupled with an interest and is and shall be irrevocable until the Obligations have been Paid in Full.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Loan Agreement herein provided for above, the provisions of Section 16.1 of the Loan Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Loan Agreement (indemnities by Grantor), Section 16.6 of the Loan Agreement (notices), Section 16.7 of the Loan Agreement (survival of certain provisions), Section 16.9 of the Loan Agreement (expenses), Section 16.10 of the Loan Agreement (injunctive relief) and Article XII of the Loan Agreement (certain

waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Agent, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent.

In witness whereof, Grantor has caused this Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

GRANTOR:

NETCENTRICS CORPORATION, a Virginia corporation

By: 
Name: James E. Doyle
Title: Chief Financial Officer

Intending and confirming by this signature to join this Agreement as "Grantor" immediately following the consummation of the Acquisition

DIGITAL SANDBOX, INC, a Delaware corporation

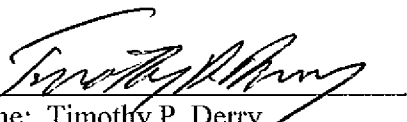
By: 
Name: James E. Doyle
Title: Chief Financial Officer and Secretary

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK
REEL: 005335 FRAME: 0865**

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: 
Name: Timothy P. Derry
Title: Senior Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK
REEL: 005335 FRAME: 0866**

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Grantor's patents and patent applications:

Digital Sandbox, Inc.

Application #	Filing Date	Patent # / Publication #	Issue Date	Title
09/453,509	12/3/1999	7,231,327	6/12/2007	Method and Apparatus for Risk Management
09/853,690	5/14/2001	7,308,388	12/11/2007	Method and Apparatus for Risk Management
09/853,691	5/14/2001	7,130,779	10/31/2006	Method and Apparatus for Risk Management
11/931,545	10/31/2007			Method and Apparatus for Risk Management
13/279,022	10/21/2011			Method for Evaluating and Routing of Suspicious Activity

NETCENTRICS CORPORATION

Application #	Filing Date	Patent # / Publication #	Issue Date	Title
11/138,361	5/27/2005	7,805,486 ¹	9/28/2010	Meeting Effectiveness Indicator and Method
13/034,190	2/24/2011	8,680,773	3/25/2014	Holiday LED Lighting System and Methods of Use
12/398,266	3/5/2009	2010/0141161	6/10/2010	Holiday LED Lighting System and Methods of Use
12/999,679	12/17/2010	2011/0091621	4/21/2011	Food Toasting Pouch

2. Grantor's trademarks:

Digital Sandbox, Inc.

Jurisdiction	Trademark	Status	Application # / Registration #
United States	SITE PROFILER	Active	App. No. 75-662542

¹Note this patent shall be assigned to NetCentrics Corporation following the Closing Date.

Jurisdiction	Trademark	Status	Application # / Registration #
			Reg. No. 2,426,190
United States	DIGITAL SANDBOX	Active	App. No. 75-662543 Reg. No. 2,478,952
United States	DSBOX	Abandoned	App. No. 78-007669

NETCENTRICS CORPORATION

Jurisdiction	Trademark	Status	Application # / Registration #
United States	OVO	Abandoned	App. No. 78-815375 Reg. No. 3,343,938

3. Grantor's copyrights:

None

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Supplement**") made as of this ___ day of _____, by DIGITAL SANDBOX, INC., a Delaware corporation ("**Sandbox**"), with an address at 8251 Greensboro Drive, Suite 1100, McClean, VA 22102 and NETCENTRICS CORPORATION, a Virginia corporation (collectively and individually, as the context may require, "**Grantor**"), with an address at 205 Van Buren Street, Suite 420, Herndon, VA 20170, in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 200 S. Wacker Drive, Chicago, IL 60606, in its capacity as "Agent" under the Loan Agreement referenced below (together with its successors and assigns in such capacity, the "**Agent**");

WITNESSETH

WHEREAS, Grantor, Agent and certain financial institutions (collectively, "**Lenders**") are parties to a certain Intellectual Property Security Agreement dated as of July 30, 2014 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**IP Agreement**"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor has assigned, pledged and granted to Agent, for the benefit of Lenders, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Registered Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by them of a security interest in all such newly acquired Registered Intellectual Property, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. **Grant and Reaffirmation of Grant of Security Interests.** Without limiting any other grant of Lien by Grantor in any Collateral under the Loan Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and Lenders, Grantor hereby assigns, pledges and grants to Agent, for the benefit of Lenders, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to

and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Registered Intellectual Property listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable

2. Representations and Warranties. Grantor hereby represents and warrants to Agent that Schedule I hereto sets forth a full, complete and correct list of all Registered Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

4. Excluded Collateral. Notwithstanding anything to the contrary contained in this Assignment, the security interest created by this Supplement shall not extend to, and the term "Trademark" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered a Trademark hereunder and the security interest granted hereunder shall extend to such Trademark.

5. Counterparts. This Supplement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery by facsimile or electronic transmission of a portable document file (also known as a pdf file) of an executed counterpart signature page shall be effective as a manually executed counterpart signature hereof.

[Signatures on Following Page]
[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

GRANTOR:

GRANTOR:

NETCENTRICS CORPORATION

By: _____
Name:
Title:

DIGITAL SANDBOX, INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name: _____
Title: _____

[Signature Page to IP Security Agreement – Supplement Date _____]

SCHEDULE I TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____