


Form PTO-1594 (Rev. 06/04)  
 OMB Collection 0851-0027 (ex p. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies)/Execution Date(s):</b>                  Digital Management, Inc..</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other: _____</p> <p>Citizenship (see guidelines) <u>Delaware</u>                  Execution Date(s) <u>September 19, 2014</u>                  Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>3. Nature of conveyance:</b></p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement                  <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b>                  A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO                  B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO</p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)                  SEE SCHEDULE A ANNEXED HERETO</b></p> <p><b>5. Name address of party to whom correspondence concerning document should be mailed:</b>                  Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u>                  Street Address: <u>187 Wolf Road - Suite 101</u>                  City: <u>Albany</u>                  State: <u>New York</u>                              Zip: <u>12205</u>                  Phone Number: <u>800-342-3676</u>                  Fax Number: <u>800-962-7049</u>                  Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p> <p><b>9. Signature:</b>                   _____                  Signature</p> <p style="text-align: right;">Date <u>9/22/2014</u>                  Total number of pages including cover sheet, attachments, and document: <u>13</u></p> <p style="text-align: center;">Name of Person Signing  <b>Michael G. Regina</b></p>	<p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Wells Fargo Bank, National Association</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1753 Pinnacle Drive, Sixth Floor</u>                  City: <u>McLean</u>                  State: <u>Virginia</u>                  Country: <u>USA</u>                              Zip: <u>22102</u></p> <p><input checked="" type="checkbox"/> Association Citizenship <u>USA</u>  <input type="checkbox"/> General Partnership Citizenship _____  <input type="checkbox"/> Limited Partnership Citizenship _____  <input type="checkbox"/> Corporation Citizenship _____  <input type="checkbox"/> Other                              <input type="checkbox"/> Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p> <p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">11</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$290.00</b>  <input type="checkbox"/> Authorized to be charged by credit card  <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>a. Credit Card                      Last 4 Numbers <u>0974</u>                  Expiration Date <u>3/17</u></p> <p>b. Deposit Account Number _____                  Authorized User Name: _____</p>
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Documents to be recorded (including cover sheet) should be faxed to (703) 306-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$290.00 85836828

ADDITIONAL NAMES OF CONVEYING PARTIES

GOLDEN GEKKO, LLC	Limited Liability Company	Delaware
DMI BIG DATA INSIGHTS, LLC	Limited Liability Company	Ohio
KNOWLEDGEPATH SOLUTIONS, LLC	Limited Liability Company	Delaware
MISSION CRITICAL WIRELESS, LLC	Limited Liability Company	Delaware
THE PAPPAS GROUP, LLC	Limited Liability Company	Delaware
DIGITAL MOBILE INNOVATIONS, LLC	Limited Liability Company	Delaware

SCHEDULE A

TO

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Trademarks

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Owner/Borrower</u>
DMI (Design)	4,224,200	October 16, 2012	Digital Management, Inc.
DMI ENTERPRISE TRANSFORMATION (Design)	4,224,201	October 16, 2012	Digital Management, Inc.
FLASH SUMMIT	4,303,601	March 19, 2013	Digital Management, Inc.
TRUSTED ENTERPRISE	4,365,261	July 9, 2013	Digital Management, Inc.
DMINION	3,436,725	May 27, 2008	Digital Management, Inc.
MCW MISSION CRITICAL WIRELESS	3,452,555	June 24, 2008	Mission Critical Wireless, LLC
KALVINTELL	4,376,466	July 30, 2013	DMI Big Data Insights, LLC
KALVINCARE	4,382,985	August 13, 2013	DMI Big Data Insights, LLC

APPLICATIONS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Owner/Borrower</u>
TECH CHEF	85836828	January 30, 2013	Digital Management, Inc.
MOVY	86204124	February 25, 2014	Digital Mobile Innovations, LLC
TICKETME	86309375	June 13, 2014	Digital Mobile Innovations, LLC

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 19, 2014, is made by and between Digital Management, Inc. ("Parent"), Golden Gekko, LLC ("Gekko"), DMI Big Data Insights, LLC ("DMI BDI"), KnowledgePath Solutions, LLC ("Knowledge"), Mission Critical Wireless, LLC ("Mission"), The Pappas Group, LLC ("Pappas") and Digital Mobile Innovations, LLC ("Digital Mobile", and together with Parent, Gekko, DMI BDI, Knowledge, Mission and Pappas, each a "Borrower" and collectively, the "Borrowers"), and Wells Fargo Bank, National Association ("Wells Fargo").

### Recitals

A. Borrowers and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the on or about the date hereof, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Borrowers.

B. As a condition to extending credit to or for the account of Borrowers, Wells Fargo has required the execution and delivery of this Agreement by Borrowers.

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

1. Definitions. All capitalized terms used herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Borrower's right, title and interest in and to patents or applications for patents, 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 the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Borrower hereby irrevocably pledges and collaterally assigns to, and grants Wells Fargo (for itself as Lender and for each Bank Product Provider) a security interest (collectively, the "Security Interest") in the Patents and in the Trademarks to secure payment of the Obligations. The Security Interest is coupled with a security interest in substantially all of the personal property of Borrowers. Notwithstanding the

foregoing, or anything to the contrary contained herein, the collateral described above shall not include Excluded Collateral.

3. Representations, Warranties and Agreements. Each Borrower represents, warrants and agrees as follows:

(a) **Patents.** Exhibit A accurately lists all registered Patents owned by such Borrower as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, such Borrower owns any registered Patents not listed on Exhibit A, then such Borrower shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(b) **Trademarks.** Exhibit B accurately lists all registered Trademarks owned by such Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof. If after the date hereof, such Borrower owns any registered Trademarks not listed on Exhibit B then such Borrower shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Title.** Such Borrower has good title to each Patent and each Trademark that is pledged by such Borrower pursuant to this Agreement or any other Loan Document and such Borrower has exclusive right to grant a security interest in such Patent and Trademark. The Patents and Trademarks pledged hereunder are not subject to any Liens except in favor of Wells Fargo and except for Permitted Liens.

(d) **No Sale.** Except as permitted in the Credit Agreement, such Borrower will not assign, transfer, encumber or otherwise dispose of its Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent, provided, however, in no event shall the abandonment of any Patent or Trademark constitute a disposition thereof for purposes hereof or the Credit Agreement.

(e) **Defense.** Such Borrower will at its own expense and using commercially reasonable efforts, protect and defend its Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens, except to the extent that the failure to so protect and defend any such Patent or Trademark could not reasonably be expected to result in a Material Adverse Change.

(f) **Maintenance.** Such Borrower will at its own expense maintain its registered Patents and registered Trademarks to the extent reasonably advisable in its business as determined by such Borrower.

(g) **Wells Fargo's Right to Take Action.** If any Borrower 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 ten (10) calendar days after Wells Fargo gives Borrowers written notice thereof (in accordance with notice provisions in set forth in the Credit Agreement) (or, in the case of the agreements contained in subsection (c), immediately upon the occurrence of such failure, without notice or lapse of time), Wells Fargo may (but need not) perform or observe such

covenant or agreement on behalf and in the name, place and stead of Borrowers (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure.

(h) **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, each Borrower shall pay Wells Fargo on demand the amount of all moneys reasonably expended and all out-of-pocket reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (g) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(i) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (g) and exercising its rights under Section 6, each Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of such Borrower 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 such Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Borrower under this Section 3, or, necessary for Wells Fargo, during existence of an Event of Default, to enforce the Security Interest or to sell, assign, transfer or otherwise dispose of the Patents or Trademarks to any third party in accordance with applicable law. Each Borrower 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 termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Intentionally Omitted.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Borrowers shall fail promptly to observe or perform any covenant or agreement herein binding on it.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

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

7. Special Power of Attorney. Borrowers will, concurrently with the execution and delivery of this Agreement, execute and deliver to Wells Fargo an original of a Special Power of Attorney, in the form annexed hereto as Exhibit C, for the exercise of Wells Fargo's rights and remedies granted hereunder and under the other Loan Documents.

8. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo 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 Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, 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. All notices to be given to Borrowers under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Borrowers may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrowers and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Borrowers and delivered to Wells Fargo, and Borrowers waive notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. This Agreement shall be governed by the internal law of Virginia without regard to conflicts of law provisions. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.** Borrowers and Wells Fargo hereby agree that all claims, disputes and controversies between them, whether in tort, contract or otherwise, arising out of or relating in any way to this Agreement, shall be governed by the dispute resolution provisions set forth in the Credit Agreement. 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.

[Signature Page to Follow]

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

BORROWERS:

DIGITAL MANAGEMENT, INC.

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

GOLDEN GEKKO, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

DMI BIG DATA INSIGHTS, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

MISSION CRITICAL WIRELESS, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

THE PAPPAS GROUP, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

KNOWLEDGEPATH SOLUTIONS, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

DIGITAL MOBILE INNOVATIONS, LLC

By: 

Name: Jay Sunny Bajaj

Title: Chief Executive Officer

[Signature Page to Patent and Trademark Security Agreement]



**AGREED:**

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: *Julie K. Adamson*  
Name: *Julie K. Adamson*  
Title: *Senior Vice President*

[Signature Page to Patent and Trademark Security Agreement]

**EXHIBIT A**

Patents

None.

**EXHIBIT B**

## Trademarks

REGISTRATIONS

Mark	Registration Number	Registration Date	Owner/Borrower
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MOVY	86204124	February 25, 2014	Digital Mobile Innovations, LLC
TICKETME	86309375	June 13, 2014	Digital Mobile Innovations, LLC

**EXHIBIT C**

**Special Power of Attorney**

**KNOW ALL MEN BY THESE PRESENTS**, that each of Digital Management, Inc. ("Parent"), Golden Gekko, LLC ("Gekko"), DMI Big Data Insights, LLC ("DMI BDI"), KnowledgePath Solutions, LLC ("Knowledge"), Mission Critical Wireless, LLC ("Mission"), The Pappas Group, LLC ("Pappas") and Digital Mobile Innovations, LLC ("Digital Mobile", and together with Parent, Gekko, DMI BDI, Knowledge, Mission and Pappas, each a "Borrower" and collectively, the "Borrowers"), hereby appoints and constitutes Wells Fargo Bank, National Association ("Wells Fargo"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on its behalf following the occurrence and during the continuation of an Event of Default, as such term is defined in the Credit and Security Agreement (the "Credit Agreement"), dated on or about the date hereof, among Wells Fargo and Borrowers:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Wells Fargo, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of each of the Borrowers in and to the Trademarks and Patents (as such terms are defined in that certain Patent and Trademark Security Agreement, dated of even date herewith, by and among Borrowers and Wells Fargo (the "IP Security Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, in each case subject to applicable law.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Wells Fargo, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof, subject to applicable law.

This Special Power of Attorney, being a power coupled with an interest, is made pursuant to a IP Security Agreement, and may not be revoked until full payment of the Obligations (as such term is defined in the Credit Agreement).

Dated as of September 19, 2014.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, each of the undersigned has caused this Special Power of Attorney to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DIGITAL MANAGEMENT, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GOLDEN GEKKO, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DMI BIG DATA INSIGHTS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MISSION CRITICAL WIRELESS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE PAPPAS GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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KNOWLEDGEPATH SOLUTIONS, LLC

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Title: \_\_\_\_\_

DIGITAL MOBILE INNOVATIONS, LLC

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_