

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318828

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novetta Solutions, LLC		10/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
Novetta, Inc.		10/02/2014	CORPORATION: MARYLAND
International Biometric Group, LLC		10/02/2014	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Societe Generale, as Collateral Agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Bank: FRANCE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2886284	WAREMAN	
Registration Number:	3076234	WAREX	
Serial Number:	85555092	NOVETTA	
Registration Number:	2604945	BIOPRIVACY	
Serial Number:	85850971	NOVETTA SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	79896.00010		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$140.00 2886284

DATE SIGNED:	10/02/2014
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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 2, 2014, among Novetta, Inc., International Biometric Group, LLC and Novetta Solutions, LLC (each of the foregoing, a “**Grantor**”, and collectively, “**Grantors**”), and Société Générale, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

RECITALS

- (A) Novetta, LLC, a Delaware limited liability company (“**Borrower**”), Novetta Solutions, LLC, a Delaware limited liability company (“**Holdings**”), the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), Société Générale, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”), the Collateral Agent and the other parties thereto are parties to a Credit Agreement dated as of October 2, 2014 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantors are party to a Pledge and Security Agreement, dated as of October 2, 2014 in favor of the Collateral Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantors are required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means each Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by any Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by any Grantor;

(c) all reissues, continuations or extensions of the foregoing; and

(d) all Proceeds of the foregoing, including any claim by any Grantor against third parties for past, present or future (i) infringement or, if applicable, dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantors will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

NOVETTA SOLUTIONS, LLC, as a Grantor

NOVETTA, INC., as a Grantor

INTERNATIONAL BIOMETRIC GROUP, LLC, as
a Grantor

By 

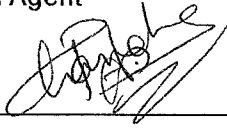
Name: Richard Sawchak

Title: Chief Financial Officer

ACCEPTED AND AGREED:

SOCIÉTÉ GÉNÉRALE,
as Collateral Agent

By: _____



Name: Pranav Chandra
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement - Trademarks]

TRADEMARK
REEL: 005373 FRAME: 0569

**SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

U.S. Trademarks

Grantor	Title	Registration No.	Date
Novetta, Inc.	WAREMAN	2,886,284	9/21/2004
Novetta, Inc.	WAREX	3,076,234	4/4/2006
Novetta, Inc.	NOVETTA	85555092	2/28/2012
International Biometric Group, LLC	BIOPRIVACY	2,604,945	5/14/2002
Novetta Solutions, LLC	NOVETTA SOLUTIONS	85850971	02/15/2013