

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE RADIANT GROUP, INC.	FORMERLY RadiantBlue Technologies, Inc.	08/14/2014	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	M&T BANK		
Street Address:	One M&T Plaza		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3300903	RADIANTBLUE	
Registration Number:	3733880	BLUESIM	
CORRESPONDENCE DATA			
Fax Number:	4103855119		
<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:	410-385-5081		
Email:	lbell@gebsmith.com		
Correspondent Name:	Laura Bell, Legal Asst		
Address Line 1:	1 South Street Suite 2200		
Address Line 2:	Gebhardt & Smith LLP		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	JT 32013		
NAME OF SUBMITTER:	Joseph R. S. Tyssowski, Jr.		
SIGNATURE:	/Joseph R. S. Tyssowski, Jr., Counsel/		
DATE SIGNED:	10/07/2014		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is dated as of *July 14, 2014* 2014 by and between THE RADIANT GROUP, INC., a Colorado corporation, formerly known as RadiantBlue Technologies, Inc. ("PLEDGOR"), with its mailing address at 4501 Singer Court, Suite 220, Chantilly, Virginia 20151; and M&T BANK ("LENDER"), with its mailing address at One M&T Plaza, Buffalo, New York 14203.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "EVENT OF DEFAULT" means any event, condition, or omission, which, after the expiration of any applicable rights of notice or cure, constitutes an Event of Default under the LOAN DOCUMENTS or pursuant to any other agreement executed from time to time by the PLEDGOR to or for the benefit of the LENDER which evidences or relates or pertains to any of the OBLIGATIONS.

Section 1.2. "LOAN AGREEMENT" means the Loan And Security Agreement of even date herewith between the PLEDGOR, RAI GOVERNMENT SERVICES, LLC and the LENDER.

Section 1.3. "LOAN DOCUMENTS" means this Trademark Security Agreement, and all other documents defined as "LOAN DOCUMENTS" in the LOAN AGREEMENT, which definition is hereby incorporated herein and made a part hereof. Without limitation to the foregoing, the term "LOAN DOCUMENTS" includes the LOAN AGREEMENT.

Section 1.4. "OBLIGATIONS" means all duties of payment or performance now or hereafter due and owing to the LENDER by the PLEDGOR under this Trademark Security Agreement, and all other obligations defined as "OBLIGATIONS" in the LOAN AGREEMENT. Without limitation to the foregoing, the term "OBLIGATIONS" includes all duties of payment or performance owed by the PLEDGOR and/or RAI GOVERNMENT SERVICES, LLC to the LENDER arising out of or related to the credit facility being provided by the LENDER to the PLEDGOR and RAI GOVERNMENT SERVICES, LLC under the terms of the LOAN AGREEMENT.

Section 1.5. "TRADEMARKS" means all right, title and interest of the PLEDGOR, whether now owned or existing or hereafter acquired or arising, in, to, under and by virtue of all trademarks, trade names, trade styles, service marks, package or product designs, trade dress, logos, and other source of business identifiers, for which registrations, or applications for registration have been made with the United States Patent and Trademark Office, together with: (a) all renewals thereof, (b) all intellectual property of the PLEDGOR and goodwill of the business to which any of the foregoing relates, (c) all present and future rights of the PLEDGOR under all present and future license agreements relating to any of the foregoing, whether the PLEDGOR is licensee or licensor thereunder, (d) all income, royalties, damages and payments now or hereafter due or payable under any of the foregoing or with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (e) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (f) all general intangibles, proceeds and products related thereto, and (g) all rights corresponding thereto throughout the world. "TRADEMARKS," as defined above shall include, without limitation, all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a security interest in and

to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARKS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall automatically attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT or to any licenses thereof.

Section 3. Representations And Warranties. The PLEDGOR represents and warrants that: (a) Exhibit A attached hereto sets forth all TRADEMARKS owned by the PLEDGOR as of the date hereof, each of the TRADEMARKS is, to the best of PLEDGOR'S knowledge, subsisting, valid, unexpired and enforceable; (b) the PLEDGOR is the sole and exclusive owner of the entire unencumbered right, title and interest in and to each of the TRADEMARKS, free and clear of any liens, charges and encumbrances, including without limitation pledges, security interests, assignments, licenses, franchise agreements, registered user agreements and covenants by the PLEDGOR not to sue third persons; (c) to the best of PLEDGOR'S knowledge, the PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms; and (d) to the best of the PLEDGOR'S knowledge, upon the completion of all necessary public filings, the liens and security interests granted pursuant to this AGREEMENT will constitute first priority perfected liens on and security interests in the TRADEMARKS in favor of the LENDER.

Section 4. Maintenance Of Quality Standards. The PLEDGOR covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS.

Section 5. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS or under applicable law, including but not limited to the rights of a secured party under the Uniform Commercial Code in effect from time to time in Virginia, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the TRADEMARKS from time and to time; (b) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may reasonably deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the TRADEMARKS in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom, which shall be credited to the OBLIGATIONS. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the COLLATERAL is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the LENDER may, to the extent permissible under applicable law, purchase the whole or any part of the TRADEMARKS, free from any right of redemption on the part of the PLEDGOR, which right is hereby waived and released to the extent lawfully permitted. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARKS are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. The PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to, upon the occurrence of an EVENT OF DEFAULT: (i) own and use the TRADEMARKS; (ii) grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARKS; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARKS; (vi) defend any suit, action or proceeding brought against the PLEDGOR with respect to any of the TRADEMARKS; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the LENDER may deem appropriate; and (viii) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the

TRADEMARKS and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this AGREEMENT, by any LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interests of the LENDER in the TRADEMARKS and, except for any duty, if any, specifically imposed by the Virginia Uniform Commercial Code, shall not impose any duty upon the LENDER to exercise any such powers.

Section 7. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder, in accordance with the terms of this Agreement, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the LENDER either in the PLEDGOR'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS, or any other fact or matter relating to the entitlement of the LENDER to exercise its rights hereunder.

Section 8. Costs And Expenses. All fees, costs and expenses, including any attorney's fees and legal expenses, incurred by the LENDER in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in protecting, maintaining or preserving the TRADEMARKS, or in enforcing the terms of this AGREEMENT or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARKS, shall be borne and paid by the PLEDGOR on demand by the LENDER and until so paid shall be added to the principal amount of the OBLIGATIONS and shall bear interest at the highest rate in effect from time to time under the LOAN DOCUMENTS.

Section 9. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 10. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate assure to the LENDER its rights under this AGREEMENT or in any of the TRADEMARKS. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact, to, upon an EVENT OF DEFAULT, execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the LENDER reasonably deems to be necessary and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 11. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 12. Choice Of Law. This AGREEMENT shall be construed according to the laws of the Commonwealth of Virginia. All parties hereto consent to the jurisdiction and venue of the courts of the Commonwealth of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 13. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the Commonwealth of Virginia or otherwise judicially determined to be unenforceable

for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 14. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 15. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

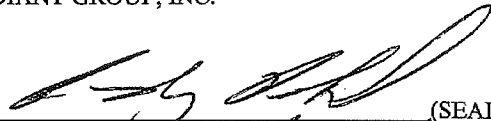
WITNESS/ATTEST:

PLEDGOR:

THE RADIANT GROUP, INC.

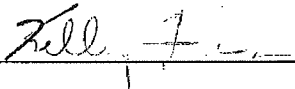


By:


Name: RANDY KESHOVIK (SEAL)
Title: VP & CFO

LENDER:

M&T BANK



By:

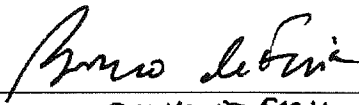

Name: BRUNO DE FARIA (SEAL)
Title: VICE PRESIDENT

EXHIBIT A

Schedule Of Trademarks

FEDERAL TRADEMARK/SERVICE MARK REGISTRATIONS

Trademark	Registration Number	Registration Date
RadiantBlue	3300903	October 2, 2007
Blue Sim	3733880	January 5, 2010