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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM319712

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Supplement to Trademark Security Agreement

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NexTech Systems, LLC		10/10/2014	LIMITED LIABILITY COMPANY: FLORIDA
MDINTELLESYS, LLC		10/10/2014	LIMITED LIABILITY COMPANY: FLORIDA

## **RECEIVING PARTY DATA**

Name:	Silicon Valley Bank	
Street Address:	8020 Towers Crescent Drive	
Internal Address:	Suite 475	
City:	Vienna	
State/Country:	VIRGINIA	
Postal Code:	22182	
Entity Type:	CORPORATION: CALIFORNIA	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4350534	INTELLEDRAW
Serial Number:	85136207	INTELLEPICK

#### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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.

**Phone:** 202-370-4750

**Email:** ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130 Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152108
NAME OF SUBMITTER:	Laura A. Kenerson
SIGNATURE:	/Laura A. Kenerson/
DATE SIGNED:	10/10/2014

## **Total Attachments: 4**

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#### FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this "Supplement") is made as of the 10th day of October, 2014 by NEXTECH SYSTEMS, LLC, a Florida limited liability company ("NexTech"), and MDINTELLESYS, LLC, a Florida limited liability company ("MDI"; and together with NexTech, each individually, a "Grantor", and collectively, the "Grantors") in favor of Silicon Valley Bank (the "Grantee").

WHEREAS, NexTech executed and delivered that certain Trademark Security Agreement, dated as of October 28, 2013 and recorded with the U.S. Patent and Trademark Office on October 28, 2013 at Reel 5140 and Frame 0536 (as amended from time to time hereinafter, the "<u>Trademark Security Agreement</u>"), in favor of the Grantee, pursuant to which NexTech pledged, assigned and granted a security interest in certain Trademarks (as defined therein); and

WHEREAS, the Grantors and Grantee have executed that certain Amended and Restated Guarantee and Collateral Agreement, dated as of the date hereof (the "Guarantee and Collateral Agreement"), which, among other things, names MDI as an additional Grantor (as defined therein).

WHEREAS, pursuant to the Guarantee and Collateral Agreement each Grantor has granted in favor of the Grantee a security interest in certain Collateral, including the federally registered Trademarks set forth on <u>Schedule A-1</u> hereto as of the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

- 1. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Trademark Security Agreement.
- 2. <u>Supplement to Schedule A.</u> Schedule A to the Trademark Security Agreement is hereby supplemented, but not replaced, by <u>Schedule A-1</u> annexed hereto.

#### 3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Trademark Security Agreement remain in full force and effect. Each Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants contained therein.
- b. This Supplement covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

## ASSIGNEE:

SILICON V.	ALLEY BANK.
as Administra	ative Agent
Ву:	
a jantan kanada kan	
Name:	Dwayne Shuler
	Managing Director
Title:	200 mm

Address of Assignee:

8020 Towers Crescent Drive, Suite 475 Vienna, VA 22182

## **GRANTORS:**

# **NEXTECH SYSTEMS, LLC**

By:

Name: My Le Nguyen Adams

Title: Vice President

One Letterman Drive, Building C — Suite 410, San Francisco, CA 94129

## MDINTELLESYS, LLC

By:

Name: My Le Nguyen Adams

Title: Vice President

3001 Eastland Blvd., Suite 5 Clearwater, FL 33761

# **SCHEDULE A-1**

# Registered Trademarks/Pending Trademark Applications

<u>Name</u>	App. No./Reg. No.	<u>Date</u>	Record Owner
Intelledraw	4350534	06/11/13	MDIntelleSys, LLC
Intellepick	85/136207	04/03/12	MDIntelleSys, LLC

**RECORDED: 10/10/2014**