

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM320869

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Polatis, Inc.		09/16/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Clydesdale Bank Plc		
<b>Street Address:</b>	30 St. Vincent Street		
<b>City:</b>	Glasgow, Scotland		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4118360	POLATIS	
<b>Registration Number:</b>	4118361	POLATIS	
<b>Serial Number:</b>	86382689	DIRECTLIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178327000		
<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>			
<b>Phone:</b>	617.832.1000		
<b>Email:</b>	ustrademark@foleyhoag.com		
<b>Correspondent Name:</b>	Joshua Jarvis, Esq., Foley Hoag LLP		
<b>Address Line 1:</b>	155 Seaport Boulevard		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	30051.00004		
<b>NAME OF SUBMITTER:</b>	Joshua Jarvis, Esq.		
<b>SIGNATURE:</b>	/Joshua Jarvis/		
<b>DATE SIGNED:</b>	10/22/2014		
<b>Total Attachments: 4</b>			
source=Attachment EXECUTED - Trademark Security Agreement - 4318513 v1 FHBOSTON#page1.tif			
source=Attachment EXECUTED - Trademark Security Agreement - 4318513 v1 FHBOSTON#page2.tif			
source=Attachment EXECUTED - Trademark Security Agreement - 4318513 v1 FHBOSTON#page3.tif			
source=Attachment EXECUTED - Trademark Security Agreement - 4318513 v1 FHBOSTON#page4.tif			

OP \$90.00 4118360

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Agreement*"), is entered into as of September 16, 2014 by POLATIS, INC., a Delaware corporation (the "*Grantor*"), in favor of CLYDESDALE BANK PLC, a company incorporated in Scotland under the Companies Act (Company Number SC001111) (the "*Secured Party*").

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of September 16, 2014 (as amended from time to time, the "*Security Agreement*") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Party to enter into the Security Agreement, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Trademarks for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) goodwill associated with such Trademarks; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. When all of the Guaranty Obligations (other than contingent obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash and the Facility Agreement shall have terminated, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under the Security Agreement and this Agreement.

[Signature Page Follows]

Trademark Security Agreement



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**GRANTOR**

POLATIS, INC.

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

**SECURED PARTY**

CLYDESDALE BANK PLC

By: Steven Clark  
Name: STEVEN CLARK  
Title: DIRECTOR, GROWTH FINANCE

Schedule I

U.S. Trademarks

Mark	Jurisdiction	Ownership	Status	Application Date	Registration Date	Registration No.
POLATIS	US	Polatis, Inc.	Registered		27/03/2012	4118360
POLATIS device	US	Polatis, Inc.	Registered		27/03/2012	4118361
DirectLight	US	Polatis, Inc.	Pending	02/09/2014	Pending	86382689

[Schedule I to Trademark Security Agreement]