

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Galaxe.Solutions, Inc.		10/23/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sterling National Bank		
Street Address:	500 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2976942	GALAXE.SOLUTIONS	
Registration Number:	3436549	GALAXE.SOLUTIONS IV&V	
Registration Number:	4350786	OUTSOURCE TO DETROIT	
Registration Number:	4354595	OUTSOURCE TO DETROIT GALAXE.SOLUTIONS	
Registration Number:	4358568	OUTSOURCE TO DETROIT GALAXE.SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2017120055		
<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:	201-712-1122		
Email:	kplaw@aol.com		
Correspondent Name:	Kenneth G. Poller, P.A.		
Address Line 1:	80 Route 4 East, Suite 150		
Address Line 4:	Paramus, NEW JERSEY 07652		
NAME OF SUBMITTER:	Kenneth G. Poller		
SIGNATURE:	/Kenneth G. Poller/		
DATE SIGNED:	10/24/2014		
Total Attachments: 10			
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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made and entered into this 23 day of October, 2014, by **GALAXE.SOLUTIONS, INC.**, a Delaware corporation, whose address is 2 Executive Drive, Somerset, New Jersey 08873 ("GALAXE"), in favor of **STERLING NATIONAL BANK**, a national banking association whose address is 500 Seventh Avenue, New York, New York 10018 (the "Secured Party").

WITNESSETH:

WHEREAS, GALAXE is justly indebted to the Secured Party pursuant to that certain Amended And Restated Loan and Security Agreement, dated as of June 1, 2011 ("Loan Agreement") arising from a line of credit established for the benefit of GALAXE in the principal amount of \$25,000,000.00 and other obligations as set forth in the Loan Agreement; and

WHEREAS, the Secured Party has required that GALAXE execute and deliver this Agreement to secure GALAXE's performance under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GALAXE hereby covenants and agrees with Secured Party as follows:

1. Security Interest. To secure the complete and timely payment of GALAXE's obligations arising under the Loan Agreement and related loan documents (the "Obligations"), GALAXE hereby grants a continuing security interest in its entire right, title and interest in and to (a) all of its now owned and hereafter acquired or arising and filed patents and patent applications, including, without limitation, each patent and application listed on Schedule A, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Patents"); and (b) all of its now owned or existing, and hereafter acquired or arising and filed, trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, including, without limitation, common law rights and each mark, registration, and application listed on Schedule B, attached hereto, respectively, and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the

“Trademarks”); and (c) all of its now owned or existing and registered, and hereafter acquired or arising and registered, copyrights, including without limitation, those copyrights listed on Schedule C attached hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), and including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, income, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the “Copyrights”), and together in each case with the goodwill of GALAXE’s business connected with the use of, and symbolized by, any of the foregoing. The Patents, Trademarks and Copyrights are sometimes collectively referred to herein as the “Intellectual Property.”

2. Representations, Warranties and Covenants of GALAXE. GALAXE represents, warrants, covenants and agrees that:

(a) The Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) No claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no claims for infringement have been commenced in connection with any of the Intellectual Property, nor is there, to GALAXE’s actual knowledge, without inquiry, a reasonable basis therefor;

(d) GALAXE is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by GALAXE not to sue third persons;

(e) GALAXE has the unqualified right to enter into this Agreement and perform its terms; and

(f) GALAXE has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Intellectual Property.

3. Further Assurances. GALAXE agrees that, until all of the Obligations shall have been paid in full, it will not enter into any agreement which is inconsistent with GALAXE’s obligations under this Agreement without Secured Party’s prior written consent. GALAXE further agrees that at any time and from time to time, at the expense of GALAXE, GALAXE will promptly execute and deliver to Secured Party any and all further instruments and documents and take any and all further action that may be reasonably necessary, or that Secured Party may reasonably request, in order to perfect and protect the collateral assignment granted or purported

to be granted hereby with respect to the Intellectual Property or to enable Secured Party to exercise its rights and remedies hereunder with respect to the same.

4. Additional Patents, Trademarks and Copyrights. If, before all of the Obligations shall have been paid in full, GALAXE shall obtain rights to any new patents, trademarks or copyrights, the provisions of Paragraph 1 shall automatically apply thereto and GALAXE shall give Secured Party prompt written notice thereof.

5. Modification by Secured Party. GALAXE authorizes Secured Party to modify this Agreement by amending Schedules A, B and/or C to include any future patents and patent applications and any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future copyright applications and registrations covered by Paragraphs 1 and 4 hereof, without the signature of GALAXE if permitted by applicable law.

6. Default. If GALAXE shall fail to pay the Obligations as and when due, or otherwise fails to perform any of its duties hereunder or under any other agreement, instrument or document evidencing or securing the Obligations within applicable notice and cure periods, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to GALAXE, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Intellectual Property, or any interest which GALAXE may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property all reasonable expenses (including, without limitation, all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations in such order and manner as Secured Party, in its sole discretion, may elect. Any remainder of the proceeds after payment in full of all of the Obligations shall be paid over to GALAXE. Notice of any sale or other disposition of the Intellectual Property shall be given to GALAXE at least fifteen (15) business days before the time of any intended public or private sale or other disposition of the Intellectual Property is to be made, which GALAXE hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the Obligations or Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Intellectual Property sold, free from any right of redemption on the part of GALAXE, which right is hereby waived and released.

7. Termination of Security Interest. At such time as GALAXE shall pay all of the Obligations in full, this Agreement shall terminate and Secured Party shall execute and deliver to GALAXE all releases and other instruments as may be necessary or proper to release the Security

Interest and re-vest in GALAXE full title to the Intellectual Property, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

8. Expenses. Any and all reasonable fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne and paid by GALAXE on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the post maturity rate provided in the Note.

9. Preservation of Intellectual Property. GALAXE shall have the duty to prosecute diligently any applications to register any of the Intellectual Property pending as of the date of this Agreement, to make federal application on registrable but unregistered Intellectual Property, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Intellectual Property. Any expenses incurred in connection with the Intellectual Property shall be borne solely by GALAXE. GALAXE shall not abandon any Intellectual Property without the prior written consent of Secured Party; it being understood and agreed that, in the event Secured Party fails to provide a written response within twenty (20) business days of GALAXE's making such request, either consenting to or refusing to consent to such abandonment, the Secured Party shall be deemed to have granted its consent and GALAXE shall be permitted to abandon such Intellectual Property. GALAXE shall have the right, with the prior written consent of Secured Party, to bring any opposition proceedings, cancellation proceedings or lawsuits in its own name to enforce or protect the Intellectual Property, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder.

10. No Waiver. No course of dealing between GALAXE and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Relationship to Other Agreements. This Agreement and the liens and security interests (and pledges and assignments, as applicable) herein granted are in addition to any and all other deeds of trusts, mortgages, security agreements, security interests, pledges, assignments, liens, rights, titles or interests in favor of Secured Party or assigned to such party in connection with the obligations of GALAXE to such party. All rights and remedies of Secured Party in all such agreements are cumulative.

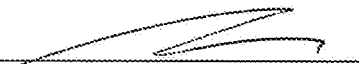
13. Amendments. This Agreement is subject to amendment only by a writing signed by all of the parties hereto, except as provided in Paragraph 5.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that GALAXE may not assign or delegate any of its rights of obligations under this Agreement.

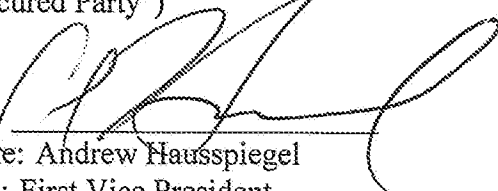
15. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Patent, Trademark and Copyright Security Agreement as of this 23 day of October, 2014.

GALAXE.SOLUTIONS INC.

By: 
Name: Steven Weiss
Title: CFO

STERLING NATIONAL BANK
("Secured Party")

By: 
Name: Andrew Hausspiegel
Title: First Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New Jersey)
COUNTY OF Somerset)

On this 23 day of September, 2014, before me personally appeared STEVEN WEISS, to me personally known, who, being by me duly sworn, did say that he/she is the Chief Financial Officer of GALAXE.SOLUTIONS INC., a Delaware corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Chief Financial Officer acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Samie Ellen Reid
Notary Public

My Commission Expires:
SAMIE ELLEN REID
ID # 2404441
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/9/2016
(SEAL)

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 23rd day of OCTOBER, 2014, before me personally appeared **ANDREW HAUSSPIEGEL**, to me personally known, who, being by me duly sworn, did say that he is the First Vice President of Sterling National Bank, a national banking association, and that said instrument was signed on behalf of said company by authority of its Board of Directors; and said Senior Vice President acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:

MAY 31 2015

(SEAL)

DAVID J. MINDER
Notary Public, State of New York
No. 44-8821077
Qualified in Rockland County
Certificate filed in New York County
Commission Expires May 31, 2015

SCHEDULE A

Patents

NONE

SCHEDULE B
Trademarks

<u>Trademark Name</u>	<u>Country</u>	<u>Serial #</u>	<u>File date</u>	<u>Owner</u>	<u>Reg # & Date</u>	<u>Status</u>
<u>Galaxe.Solutions</u>	<u>USA</u>	<u>76407024</u>	<u>5/10/2002</u>	<u>Galaxe.Solutions, Inc., DE corporation</u>	<u>2976942</u> <u>7/26/2005</u>	<u>Live</u>
<u>Galaxe.Solutions IV&V</u>	<u>USA</u>	<u>76602831</u>	<u>7/19/2004</u>	<u>Galaxe.Solutions, Inc., DE corporation</u>	<u>3436549</u> <u>5/27/2008</u>	<u>Live</u>
<u>Outsource To Detroit and Design</u>	<u>USA</u>	<u>85397719</u>	<u>8/15/2011</u>	<u>Galaxe.Solutions, Inc., DE corporation</u>	<u>4350786</u> <u>6/11/2013</u>	<u>Live</u>
<u>Outsource To Detroit Galaxe.Solutions</u>	<u>USA</u>	<u>85397726</u>	<u>8/15/2011</u>	<u>Galaxe.Solutions, Inc., DE corporation</u>	<u>4354595</u> <u>6/18/2013</u>	<u>Live</u>
<u>Outsource To Detroit Galaxe.Solutions and [bracket] design</u>	<u>USA</u>	<u>85397706</u>	<u>8/15/2011</u>	<u>Galaxe.Solutions, Inc., DE corporation</u>	<u>4358568</u> <u>6/25/2013</u>	<u>Live</u>

SCHEDULE C
Copyrights

NONE

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