

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321350

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fusion Alliance, LLC		10/24/2014	LIMITED LIABILITY COMPANY: INDIANA
RECEIVING PARTY DATA			
Name:	The National Bank of Indianapolis		
Street Address:	107 North Pennsylvania Street		
Internal Address:	Suite 700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2810324	FUSION ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	3172230362		
<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:	3176845362		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day, Bose McKinney & Evans		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	23971-0024		
NAME OF SUBMITTER:	Jennifer L. Day		
SIGNATURE:	/Jennifer L. Day/		
DATE SIGNED:	10/28/2014		
Total Attachments: 8			
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SECURITY AGREEMENT

FUSION ALLIANCE, LLC, an Indiana limited liability company, **FUSION TECHNOLOGIES, LLC**, an Indiana limited liability company, and **FUSION TECHNOLOGIES-EAST, LLC**, an Indiana limited liability company (hereinafter collectively referred to as "Debtors"), hereby grants a security interest to **THE NATIONAL BANK OF INDIANAPOLIS**, 107 North Pennsylvania Street, Suite 200, Indianapolis, Indiana 46204 (hereinafter referred to as "Secured Party"), in and to and collaterally assigns to Secured Party all of its interest in, the following assets of Debtors, wherever located, all furnishings, equipment, fixtures, goods, computer and data processing systems, software and hardware, inventory (including, without limitation, raw materials, work in process, parts, supplies, finished goods, and materials used or consumed in Debtors' business) and other articles of personal property of Debtors (the "Chattels"); all contracts, leases now or hereafter entered into by and between Debtors and any party; all accounts (as defined in the Indiana Uniform Commercial Code as presently or hereafter in effect ("UCC")), accounts receivable, deposit accounts, securities, credit card receivables, funds, instruments, documents, promissory notes, letter of credit rights, chattel paper (whether electronic or tangible), payables arising out of leases, licenses and/or assignments, any other rights of payment and all other intangibles and general intangibles, investment property and payment intangibles of Debtors, now acquired or hereafter arising, including, but not limited to, all customer lists, logo, good will, permits, licenses, operating rights, franchises, inventions, processes, formulae, patent rights, copyrights, trademark rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights, franchise rights and other like business property rights, including, but not limited, to the trademarks set forth on Schedule 1 attached hereto, and all applications to acquire such rights, for which application may at any time be made by Debtors; all refunds, payments, repayments, deposits, supporting obligations and monies received or to be received and all claims therefor, arising from or relating to the ownership, sale, lease or other disposition of any of the Collateral (as hereinafter defined), irrespective of the time period to which such refunds, payments, repayments, deposits or monies relate, including property tax or other tax refunds and utility refunds, rebates or deposits; and all additions and accessions thereto, all replacements and renewals of any part thereof, and the product and proceeds (including, without limitation, insurance, indemnity, warranty and guaranty proceeds) of any of these items and all books and records pertaining to any of the foregoing (all of which property, including the Chattels and all of the other aforementioned property is hereinafter collectively referred to as the "Collateral").

If any personal property which becomes part of the Collateral is subject to a conditional bill of sale, security agreement or other lien covering such property, then, in the event of any Event of Default under this Security Agreement, all the right, title and interest of Debtors in and to any and all such personal property is hereby assigned to Secured Party, together with the benefits of any deposits or payments now or hereafter made by Debtors, or the predecessors or successors in title to Debtors in the Collateral. Should Secured Party desire to impose the lien of this Security Agreement more specifically upon said fixtures and articles of said personal property, Debtors will make, execute and deliver, or cause to be made, executed or delivered, on demand such security instrument as may be deemed necessary or appropriate or required to effectuate the same.

It is the intention of Debtors and of this instrument, that the terms of the Security Agreement shall cover the interests of Debtors of whatever kind in and to all the chattel personal property of every kind and description owned by Debtors or in which Debtors may have an interest, and used or to be used in the operation of, or in connection with the operation of, the business of Debtors together with replacements of any of the chattel personal property presently owned by Debtors, and all increases and additions thereto, and all after acquired personal property used in connection with the business of Debtors or any interest therein, of any kind or description, hereafter acquired by Debtors for use in the operation of, or connected with the operation of, said business, which after acquired property shall become a part of the Collateral.

The interests of Secured Party hereunder shall be held by Secured Party and its successors and assigns, subject, however, to the terms and conditions of this Security Agreement.

ARTICLE I
SECURITY

Section 1.01. Performance and Obligations Secured. This Security Agreement is given to secure the payment and performance of the Obligations (as such term is defined in the Loan Agreement of even date herewith, executed by Debtors in favor of Secured Party (the "Loan Agreement")). This Security Agreement shall also secure any and all renewals or extensions of the whole or any part of the Obligations, however evidenced, with interest at such lawful rate as may be agreed upon, and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of or the priority of this Security Agreement, nor release Debtors from liability for the Obligations. Reference is hereby made to the Loan Agreement as if set out here at length and incorporated herein.

ARTICLE II
REPRESENTATIONS AND COVENANTS OF DEBTORS

Debtors represent, covenant and agree with Secured Party as follows:

Section 2.01. Name; Formation. Each Debtor represents and warrants that it is a limited liability company duly organized and validly existing under the laws of the State of Indiana under the name of Fusion Alliance, LLC, Fusion Technologies, LLC and Fusion Technologies-East, LLC, respectively. Each Debtor's chief executive office is at 7602 Woodland Drive, Suite 150, Indianapolis, Indiana 46278.

Section 2.02. Covenants of Title. Debtors warrant that they are lawfully possessed of and have good and complete title to all the Collateral, free and clear of all liens and encumbrances other than liens and encumbrances permitted under the Loan Agreement.

Section 2.03. Covenant To Comply with Terms. Debtors will pay and perform all Obligations, as the same become due, in accordance with its terms, without relief from valuation or appraisal laws, and it will keep, observe and perform all of the terms, provisions, covenants and agreements of this Security Agreement and the Loan Agreement.

Section 2.04. Covenant To Maintain, Repair and Replace Collateral. Debtors will, at all times, maintain, preserve and keep the Collateral in good repair, working order and condition and will not commit or suffer any waste thereof, reasonable wear and tear excepted.

Section 2.05. Covenants Regarding Possession of Collateral. Debtors shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security interest by possession in addition to the filing of a financing statement. Where Collateral is in the possession of a third party, Debtors will, upon request of Secured Party after an Event of Default, join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party. Debtors will cooperate with Secured Party in obtaining control with respect to Collateral consisting of deposit account, investment property, letter of credit rights, and electronic chattel paper. After the occurrence and during continuance of an Event of Default, Debtors will, at the

written request of Secured Party, place a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest therein.

Section 2.06. Additional Covenants. Debtors covenant and agree that Secured Party shall have the right at any time during the existence of an Event of Default to enforce Debtors' rights against account debtors and obligors. Debtors further acknowledges and agrees that Secured Party does not authorize, and Debtors agree not to, make any sales or leases of any of the Collateral, license any of the Collateral, or grant any other security interest in any of the Collateral, except as permitted under the Loan Agreement.

Section 2.07. Security Agreement. This Security Agreement is intended to be a security agreement pursuant to the UCC for any of the personal property and fixtures described herein. Secured Party is authorized to file UCC financing statements covering said personal property and fixtures from time to time and in such form as Secured Party may reasonably require to perfect or maintain the priority of Secured Party's security interest with respect to said personal property and fixtures, and Debtors shall bear all costs thereof. In any such financing statement Secured Party may disclose the collateral as "all assets" or any similar description. Debtors will not create or suffer to be created any other security interest in said personal property and fixtures, including replacements thereof and additions thereto, except as otherwise authorized pursuant to this Security Agreement or the Loan Agreement. Debtors will pay all filing fees for the filing of financing statements filed to perfect the security interest provided in this Security Agreement or in connection with this Security Agreement.

Section 2.08. Further Assurances. Debtors shall, on request of Secured Party, (i) promptly correct any defect, error or omission which may be discovered in the contents of this Security Agreement or in the Loan Agreement or in the execution or acknowledgment thereof; (ii) execute, acknowledge, deliver and record or file such further instruments (including without limitation further security agreements, financing statements and continuation statements) and do such further acts as may be reasonably necessary, desirable or proper to carry out more effectively the purposes of this Security Agreement and the Loan Agreement and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including specifically, but without limitation, any renewals, additions, substitutions, replacements, or appurtenances to the Collateral; and (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including specifically any financing statement) deemed reasonably advisable by Secured Party to protect the lien or the security interest hereunder against the rights or interests of third persons, and Debtors shall pay all reasonable costs connected with any of the foregoing.

ARTICLE III

DEFAULT AND RIGHTS AND REMEDIES OF SECURED PARTY UPON DEFAULT

Section 3.01. Definition of Default. The term "Event of Default," wherever used in this Security Agreement, shall mean any one or more of the following events:

- (a) the occurrence of any Event of Default under the Loan Agreement; or
- (b) failure of Debtors to comply with any covenant, term, agreement or condition contained in this Security Agreement.

Section 3.02. Acceleration. During the existence of any Event of Default, the unpaid balance of the Obligations shall, at the option of Secured Party, become immediately due and payable. Notice of the exercise of this option is hereby waived by Debtors.

Section 3.03. Remedies of Secured Party. Upon any Event of Default, Secured Party shall have all the rights and remedies permitted under the UCC with respect to the security interest in the Collateral granted hereunder and all rights and remedies authorized under this Security Agreement and other laws.

Section 3.04. Remedies Are Cumulative. No remedy herein conferred upon or reserved to Secured Party is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder, or in any instrument executed in connection herewith, or now or hereafter existing at law or in equity, or by statute; and every such right and remedy may be exercised from time to time and as often as may be deemed expedient.

In the event that Secured Party: (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Security Agreement; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Loan Agreement; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debt secured hereby; (e) amends or modifies in any respect with the consent of Debtors any of the terms and provisions hereof or of the Loan Agreement; then and in any such event, such act or omission to act shall not release Debtors, or any co-maker, surety, or guarantor of this Security Agreement or of the Loan Agreement, under any covenant of this Security Agreement or of the Loan Agreement, nor preclude Secured Party from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other Event of Default then made or any subsequent Event of Default and without in any way impairing or affecting the lien or priority of this Security Agreement.

ARTICLE IV MISCELLANEOUS

Section 4.01. Successors and Assigns. All representations, warranties and agreements of the Debtors are joint and several, and reference in this Security Agreement to Debtors and Secured Party shall in each case be deemed to include the successors and assigns of such party, and all the covenants, stipulations and agreements herein contained are and shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

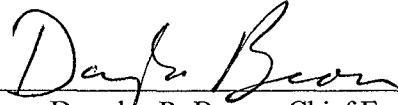
Section 4.02. Separability of Provisions. In the event any one or more of the provisions contained in this Security Agreement or in the Loan Agreement, the performance of which are secured hereunder, should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 4.03. Applicable Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.


Section 4.04. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and given as provided in the Loan Agreement.

Debtors have caused this Security Agreement to be executed as of the 24th day of October, 2014.

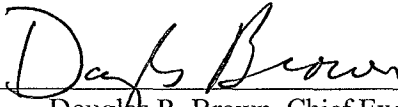
FUSION ALLIANCE, LLC,
an Indiana limited liability company

By: 
Douglas R. Brown, Chief Executive Officer

FUSION TECHNOLOGIES, LLC,
an Indiana limited liability company

By: 
Douglas R. Brown, Chief Executive Officer

FUSION TECHNOLOGIES-EAST, LLC,
an Indiana limited liability company

By: 
Douglas R. Brown, Chief Executive Officer

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Douglas R. Brown, by me known and by me known to be the Chief Executive Officer of Fusion Alliance, LLC, who acknowledged the execution of the foregoing "Security Agreement" on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 24 day of October, 2014.

Lisa M Smith
Notary Public
Lisa M Smith
(Printed Signature)

My Commission Expires:
4/30/2021

My County of Residence:
Marion



STATE OF INDIANA)
) SS:
COUNTY OF Marion)

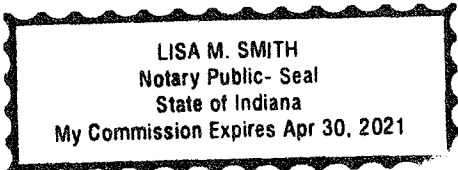
Before me, a Notary Public in and for said County and State, personally appeared Douglas R. Brown, by me known and by me known to be the Chief Executive Officer of Fusion Technologies, LLC, who acknowledged the execution of the foregoing "Security Agreement" on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 24 day of October, 2014.

Lisa M Smith
Notary Public
Lisa M Smith
(Printed Signature)

My Commission Expires:
4/30/2021

My County of Residence:
Marion



STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Douglas R. Brown, by me known and by me known to be the Chief Executive Officer of Fusion Technologies-East, LLC, who acknowledged the execution of the foregoing "Security Agreement" on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 24 day of October, 2014.

Lisa M Smith
Notary Public
Lisa M Smith
(Printed Signature)

My Commission Expires:
4/30/2021

My County of Residence:
Marion



SCHEDULE 1

<u>Owner</u>	<u>Trademark</u>	<u>U. S. Registration Number</u>
Fusion Alliance, LLC	Fusion Alliance	2,810,324