

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BLUE BELT TECHNOLOGIES, INC.		10/28/2014	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	CAPITAL ROYALTY PARTNERS II L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	CAPITAL ROYALTY PARTNERS II - PARALLEL FUND "A" L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE
Name:	PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P.
Street Address:	1000 Main Street, Suite 2500
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	85474798	HANDHELD INTELLIGENCE
Serial Number:	85474795	FREEHAND SCULPTING
Serial Number:	85474794	NAVIO PFS

CORRESPONDENCE DATA

Fax Number: 4152687522

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.

TRADEMARK

Email: bkemp@mofo.com
Correspondent Name: Lynn M. Humphreys / Morrison & Foerster
Address Line 1: 425 Market Street
Address Line 4: San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER: 67478-82

NAME OF SUBMITTER: Lynn M. Humphreys

SIGNATURE: /Lynn M. Humphreys/

DATE SIGNED: 11/19/2014

Total Attachments: 3

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AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT

This AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "**Amendment**"), dated as of November 17, 2014, is made by BLUE BELT TECHNOLOGIES, INC., a Pennsylvania corporation ("**Grantor**") in favor of CAPITAL ROYALTY PARTNERS II L.P., CAPITAL ROYALTY PARTNERS II – PARALLEL FUND "A" L.P. and PARALLEL INVESTMENT OPPORTUNITIES PARTNERS II L.P. (collectively, and including their successors and assigns, the "**Lenders**" and each, a "**Lender**") and CAPITAL ROYALTY PARTNERS II L.P., as control agent for the Secured Parties (in such capacity, the "**Control Agent**" and, together with the Lenders, the "**Secured Parties**" and each, a "**Secured Party**").

WHEREAS Grantor is party to that certain Security Agreement, dated as of October 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, (the "**Security Agreement**") among Grantor and Secured Parties.

WHEREAS, in connection with the Security Agreement, Grantor entered into a certain Patent and Trademark Security Agreement dated as of October 28, 2014 (the "**Agreement**");

WHEREAS, pursuant to the Agreement, Grantor granted to Secured Parties a security interest in certain intellectual property, including certain trademarks; and

WHEREAS, Grantor wishes to amend the Agreement to include certain additional trademarks.


NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Agreement is amended by supplementing the list of trademarks and trademark registrations appended to the Agreement by adding the additional trademarks and trademark registrations set forth in Schedule A hereto.
2. Grantor may record this Amendment with the United States Patent and Trademark Office.
3. Except as herein expressly amended and supplemented, all terms and provisions of this Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.
4. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Amendment to be duly executed and delivered as of the day and year first above written.

BLUE BELT TECHNOLOGIES, INC., as Grantor

By  _____

Name: Eric Timko

Title: President and Chief Executive Officer

Schedule A
to Amendment to Patent and Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

USPTO FILE NUMBER	Mark Type	TITLE	SERIAL NUMBER	FILING DATE	STATUS
3507.010US1	TRADEMARK	HANDHELD INTELLIGENCE	85474798	16-Nov-11	Filed
3507.011US1	TRADEMARK	FREEHAND SCULPTING	85474795	16-Nov-11	Filed
3507.012US1	TRADEMARK	NAVIO PFS	85474794	16-Nov-11	Filed