

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Port25 Solutions, Inc.		01/30/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	HERCULES TECHNOLOGY GROWTH CAPITAL, INC., as Agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2526164	POWERMTA	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-1019 MESSAGE SYS		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	01/31/2015		
Total Attachments: 6			
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CH \$40.00 2526164

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 30, 2015 by and between HERCULES TECHNOLOGY GROWTH CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent for itself and Lender (as defined below) (in such capacity, "Agent"), and PORT25 SOLUTIONS, INC., a Maryland corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several banks and other financial institutions or entities from time to time parties thereto (collectively, referred to as "Lender"), Agent and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein, but not otherwise defined herein, are used as defined in the Loan Agreement.

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent for the benefit of Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising among Lender, Grantor and Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor grants and pledges to Agent for the benefit of Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, respectively), and including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent for the benefit of Lender under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto together set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

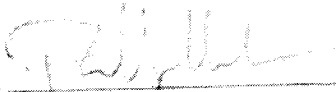
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

9130 Guilford Road
Columbia, MD 21046
Attention: Mark Salloom
Chief Financial Officer

GRANTOR:

PORT25 SOLUTIONS, INC.

By: 

Title: Chief Executive Officer and President

Name: Philip Merrick

Address of Agent:

400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Loan Documentation

AGENT:

HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By: _____
Ben Bang, Senior Counsel

[Signature Page to Intellectual Property Security Agreement]

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HERCULES TECHNOLOGY GROWTH CAPITAL, INC.

By:  _____

Ben Bang, Senior Counsel

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005450 FRAME: 0548

EXHIBIT A

Copyrights

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
None		

EXHIBIT B

Patents

TITLE	CLIENT OWNERSHIP INTEREST	STATUS	COUNTRY	SERIAL NUMBER
None				

EXHIBIT C

Trademarks

Name	Date Filed	Status	Country	Serial Number
POWERMTA	6/12/2000	Registered Registration Number: 2526164 Registration Date: 1/1/2002	United States	SN: 78012204
POWERMTA	11/3/2014	Pending	India	SN: 2837467