

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM338122

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SMARTRONIX, INC.		02/13/2015	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	BRANCH BANKING AND TRUST COMPANY		
Street Address:	111 South Calvert Street, Suite 2200		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3056872	SMARTRONIX	
Registration Number:	3608023	SMARTRONIX	
Registration Number:	3174547	SMARTRONICS	
Registration Number:	3708986	SMARTRONICS	
Registration Number:	3739721	MISSION ASSURED	
Registration Number:	3977874	MISSION BUILT	
Registration Number:	4081338	NRG	
Registration Number:	4075541	VIRTUAL HEALTH NETWORK	
Registration Number:	4431790	CC	
Registration Number:	4422012	RESCRT	
Registration Number:	4562996	CYBERHUNTER	
Registration Number:	4608539	CYBER HUNTER	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Brian Wagner		
Address Line 1:	4400 Easton Commons Way Suite 125		
Address Line 2:	CT Lien Solutions		

TRADEMARK

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Brian Wagner

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 04/14/2015

Total Attachments: 11

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**ATTACHMENT PAGE TO RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

SMARTRONIX, INC.

4. Schedule of Registration numbers and identification or description of the Trademark:

	Trademark Application or Registration No.	Identification or Description of Trademark	Date Registered Date	Country
1.	3,056,872	SMARTRONIX	February 7, 2006	USA
2.	3,608,023	SMARTRONIX	April 21, 2009	USA
3.	3,174,547	SMARTRONIX	November 21, 2006	USA
4.	3,708,986	SMARTRONIX	November 10, 2009	USA
5.	3,739,721	MISSION ASSURED	January 19, 2010	USA
6.	3,977,874	MISSION BUILT	June 14, 2011	USA
7.	4,081,338	NRG	January 3, 2012	USA
8.	4,075,541	Virtual Health Network	December 20, 2011	USA
9.	4,431,790	CC and Design	November 12, 2013	USA
10.	4,422,012	RESCRT	October 22, 2013	USA
11.	4,562,996	CyberHunter	July 8, 2014	USA
12.	4,608,539	CyberHunter and Design	September 23, 2014	USA

COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY (this "Assignment") is dated as of February 13, 2015, and effective as of December 31, 2014, by SMARTRONIX, INC., a Maryland corporation (the "Assignor"), in favor of BRANCH BANKING AND TRUST COMPANY, a North Carolina banking corporation (the "Lender").

RECITALS

A. The Assignor, among others, has applied to the Lender for a credit facilities (collectively the "Loans") under the provisions of a certain Loan and Security Agreement dated as of December 31, 2014, by and between the Lender, the Assignor, Synteractive Inc., a Virginia corporation, Etronit, Inc., a Maryland corporation, and Cogon Systems, LLC, a Delaware limited liability company (as amended, restated, supplemented or otherwise modified, the "Loan Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Loan Agreement, including, without limitation, the terms "Financing Documents," "Obligations" and "Event of Default."

B. The Assignor has adopted and is using or has a bona fide intention to use certain patents and trademarks as listed on Schedule A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such patents and trademarks also as listed on Schedule A. Unless otherwise clearly indicated by the context, (i) such trademarks, trademark applications, and trademark registrations set forth on Schedule A shall be referred to collectively as the "Trademarks", and (ii) such patents, patent applications, and patent registrations set forth on Schedule A shall be referred to collectively as the "Patents". The Patents and the Trademarks shall hereinafter be collectively referred to as the "IP Collateral".

C. The Loan Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Patents and Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the IP Collateral under the terms and conditions set forth in the Loan Agreement and the other Financing Documents.

D. The Lender desires to have the interest of the Lender in such IP Collateral confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lender the IP Collateral and the goodwill of the business associated therewith.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Assignment.

1.1 In consideration of and pursuant to the terms of the Loan Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations, the Assignor hereby grants, assigns and conveys to the Lender all of its present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on, and collateral assignment of, the IP Collateral, together with all of the Assignor's rights, title and interest in and to (a) any and all products and improvements described and claimed in such IP Collateral and Patent or Trademark applications, (b) reissues, divisions, continuations, renewals, modifications, enhancements,

extensions and continuations-in-part of any IP Collateral and Patent and/or Trademark applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any IP Collateral or Patent or Trademark applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of IP Collateral, and (f) all rights corresponding to any of the foregoing throughout the world.

1.2 The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

2. Representations and Warranties. The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made or a letter of credit is issued, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1 Each of the registered Trademarks and Patents is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.2 Each of the Trademarks and Patents is valid and enforceable in the United States.

2.3 Except as set forth on Schedule B to this Agreement, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the IP Collateral, the IP Collateral is free and clear of any Liens except those granted to the Lender and those to which the Lender may have expressly in writing consented from time to time, licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons in the United States.

2.4 The Assignor has the right to enter into this Agreement and perform its terms.

3. Covenants and Agreements. The Assignor covenants and agrees that, until all the Obligations have been Paid in Full and all commitments to provide further credit have been terminated:

3.1 It will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Agreement.

3.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.3 If the Assignor (a) obtains rights to or becomes entitled to the benefit of any patent, patent application, or invention (other than the Patents), or (b) acquires rights to or becomes entitled to the benefit of any trademark or trademark application (other than the Trademarks), the provisions of this Agreement shall automatically apply thereto, and the Assignor shall give the Lender prompt written notice thereof along with an amended Schedule A. In addition to the foregoing, with respect to any property subject to trademark, product, work or subject matter created by the Assignor or in which the Assignor obtains rights, the Assignor will promptly make and diligently prosecute any application for, and will comply with any and all statutory requirements, including without limitation the provisions of the United States Code, with respect to, registration of any such trademark with the United States Patent and Trademark Office.

3.4 The Assignor shall, at the Lender's request, obtain consents to this Agreement where the Assignor's right to assign any IP Collateral requires such consent.

3.5 Except as permitted by the provisions of the Loan Agreement and the other Financing Documents, the Assignor shall maintain the IP Collateral in full force and effect.

3.6 Except as permitted by the provisions of the Loan Agreement and the other Financing Documents, the Assignor shall have the duty to (a) prosecute diligently any Trademark or Patent application and/or registration that is part of the IP Collateral pending as of the date of this Agreement or thereafter to the extent the value of such application or registration in the Assignor's business justifies such prosecution until the Obligations have been Paid in Full and all commitments to provide further credit have been terminated, (b) preserve and maintain all rights in such applications, registrations and/or IP Collateral including but not limited to the payment of registration and renewal fees, if any, and (c) upon reasonable written request of the Lender, to (i) make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration, and (ii) file patent applications for patentable inventions. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any IP Collateral or any pending application for Patent or Trademark registration, without the consent of the Lender.

3.7 Prior to an Event of Default and after an Event of Default with the prior written consent of the Lender, the Assignor shall have the right to bring suit in its own name to enforce the IP Collateral, in which event the Lender may, if necessary, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, losses and Enforcement Costs, as they arise, incurred by the Lender in connection with the provisions of this paragraph.

3.8 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all Enforcement Costs, as they arise, incurred by the Lender in protecting, defending and maintaining the IP Collateral.

3.9 The Assignor will continue to use, for the duration of this Agreement, proper statutory identification in connection with its use of the IP Collateral.

3.10 The Assignor will continue to meet for the duration of this Agreement, consistent standards of quality with respect to products sold or services rendered under the IP Collateral comparable to the standards met by Assignor prior to the date of this Agreement.

3.11 The Assignor agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Agreement and of 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 costs otherwise incurred in protecting, maintaining or preserving the IP Collateral, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the IP Collateral, shall be borne and paid by the Assignor on demand by the Lender.

4. Events of Default; Rights and Remedies.

4.1 Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the IP Collateral and (b) the Lender shall have no right to use the IP Collateral or issue any exclusive or non-exclusive license under the IP Collateral, or assign, pledge or otherwise transfer title in the IP Collateral to any other party. Except as otherwise permitted by the Loan Agreement and the other Financing Documents, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the

ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Agreement, or allow any Lien except those granted to the Lender and those to which the Lender may have expressly in writing consented from time to time to attach to, the license granted to the Assignor in this Section, without the prior written consent of the Lender.

4.2 The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Maryland, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted hereunder or under the other Financing Documents or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the IP Collateral covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the IP Collateral or to grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone else. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement, the Financing Documents and other obligations and until all of the Obligations have been Paid in Full and all commitments to provide further credit have been terminated.

4.3 All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

4.4 After all of the Obligations have been Paid in Full and all commitments to provide further credit have been terminated, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Agreement and re-vest in the Assignor full title to the IP Collateral.

4.5 No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the IP Collateral, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

5. MISCELLANEOUS

5.1 The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

5.2 This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Loan Agreement.

5.3 This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

5.4 The section headings in this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof. This Agreement may be executed in any number of duplicate originals or counterparts (with any appropriate completions for the respective parties), each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax or PDF and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Agreement with its inked signature, but the party's failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement.

5.5 This Assignment shall be governed by and construed in conformity with the laws of the State of Maryland.

[Signatures Begin on Next Page]

SIGNATURE PAGE TO
COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS AS SECURITY

IN WITNESS WHEREOF, the Assignor has executed this Agreement under seal, the day and year first
above written.

WITNESS OR ATTEST:

ASSIGNOR:

SMARTRONIX, INC.,
a Maryland corporation

Sharon M. McDowell

By: M. Arshed Javaid (SEAL)
Name: M. Arshed Javaid
Title: President

ACKNOWLEDGMENT

STATE OF Maryland, CITY/COUNTY OF St. Mary's, TO WIT:

On this 13 day of February, 2015, before me personally appeared M. Arshed Javaid, to me
known and being duly sworn, deposes and says that he is the President of Smartronix, Inc., the Assignor; that he
signed the foregoing Assignment as President of entity such pursuant to the authority vested in him by law; that
the within Assignment is the voluntary act of such; and he desires the same to be recorded as such.

Ruth A. Puckett
Notary Public

My Commission Expires: 8/31/2015

Schedule A to Collateral Assignment of Patents and Trademarks as Security (Page 1 of 2)

Trademarks:

Country	Trademark	Status	Serial No.	Filing Date	Registration No.	Registration Date
USA	SMARTRONIX	Registered & 15	8 76-601225	July 8, 2004	3,056,872	February 7, 2006
USA	SMARTRONIX	Registered & 15	8 76-601226	July 8, 2004	3,608,023	April 21, 2009
USA	SMARTRONIX	Registered & 15	8 76-601322	July 8, 2004	3,174,547	November 21, 2006
USA	SMARTRONIX	Registered & 15	8 76-601324	July 8, 2004	3,708,986	November 10, 2009
USA	MISSION ASSURED	Registered	77-762346	June 17, 2009	3,739,721	January 19, 2010
USA	MISSION BUILT	Registered	85-170322	November 5, 2010	3,977,874	June 14, 2011
USA	NRG	Registered	85-269489	March 17, 2011	4,081,338	January 3, 2012
USA	Virtual Health Network	Registered-Supplemental Register	85-336370	June 2, 2011	4,075,541	December 20, 2011
USA	CC and Design	Registered	85-873422	March 12, 2013	4,431,790	November 12, 2013
USA	RESCRT	Registered	85-892825	April 2, 2013	4,422,012	October 22, 2013
USA	CyberHunter	Registered	86-094194	October 17, 2013	4,562,996	July 8, 2014
USA	CyberHunter and Design	Registered	86-094868	October 18, 2013	4,608,539	September 23, 2014

[Schedule A Continues on Following Page]

Schedule A to Collateral Assignment of Patents and Trademarks as Security (Page 2 of 2)

Patents:

Country	Patent No.	Issue Date	Patent Description
USA	6935875	August 30, 2005	August 30, 2005 – Patent without a pre-grant publication (B1)

Patent Applications:

Country	Patent Application No.	Filing Date	Patent Description
USA	20050208801	March 20, 2004	September 22, 2005 – Patent Application Publication (A1)

Schedule B to Collateral Assignment of Patents and Trademarks as Security

Liens.

None.