

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367768

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaprica Security, Inc.		12/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SPECTRUM COMM INC.		
Street Address:	One Compass Way, Suite 300		
City:	Newport News		
State/Country:	VIRGINIA		
Postal Code:	23606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86512457	T	
CORRESPONDENCE DATA			
Fax Number:	7032182160		
<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:	7032182138		
Email:	sue.williams@ofplaw.com,kevin.oliveira@ofplaw.com,ben.kinder@ofplaw.com		
Correspondent Name:	Kevin T. Oliveira		
Address Line 1:	1775 Wiehle Avenue, Suite 400		
Address Line 2:	Odin, Feldman & Pittleman, PC		
Address Line 4:	Reston, VIRGINIA 20190-5159		
ATTORNEY DOCKET NUMBER:	84768.001		
NAME OF SUBMITTER:	Kevin Oliveira		
SIGNATURE:	/kevin oliveira/		
DATE SIGNED:	01/04/2016		
Total Attachments: 7			
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SECURITY AGREEMENT

This Security Agreement (the "**Security Agreement**") is made this 29th day of December, 2015, and effective as of December 29, 2015, by and between KAPRICA SECURITY, INC., a Delaware corporation, whose address is 12110 Sunset Hills Rd. Ste. LL4, Reston, VA 20191 ("**Debtor**"), and SPECTRUM COMM INC., a Delaware corporation, whose address is One Compass Way, Suite 300, Newport News, VA 23606 ("**Secured Party**").

WHEREAS, Secured Party and Debtor entered into that certain \$750,000 Revolving Line of Credit Agreement dated April 24, 2014 (the "**LOC Agreement**"); and

WHEREAS, Secured Party made Advances to Debtor pursuant to the LOC Agreement and subject to the terms and conditions of the promissory note also dated April 24, 2014 (the "**Note**" and, collectively with the LOC Agreement, the "**Loan Documents**"); and

WHEREAS, Secured Party and Debtor now wish to extend the duration of the line of credit pursuant to the Line of Credit Extension Agreement dated December 29, 2015 ("**LOC Extension**"); and

WHEREAS, Secured Party and Debtor intend herein to establish the full extent of the property of Debtor to serve as collateral for the extended line of credit subsequent to the execution of the LOC Extension.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Grant of Security Interest; Obligations. Debtor, for value received, hereby grants to Secured Party a security interest (the "**Security Interest**") in the property described in Paragraph 2 to secure the payment and performance of the following obligations (the "**Obligations**");

a. Principal and interest on and all amounts owing by Debtor under the Loan Documents, payable to the order of Secured Party, in the principal amount of up to Seven Hundred Fifty Thousand and 00/100 Dollars (\$750,000.00), and all modifications, renewals and extensions of the Loan Documents;

b. Debtor's obligations under this Security Agreement; and

c. All other costs and liabilities (including, but not limited to, reasonable attorneys' fees) which may be made or incurred by Secured Party (i) in the disbursement, administration and collection of the loan evidenced by the Loan Documents (the "**Loan**"), or (ii) in the maintenance, preservation or liquidation of the Collateral, or (iii) under this Security Agreement, or (iv) for the benefit of Debtor, with interest at the maximum legal rate on such costs and liabilities.

2. Collateral. The collateral in which the Security Interest is granted is all Debtor's property described in the attached Exhibit A (the "Collateral"), wherever located, whether now owned or hereafter acquired, and whether now existing or hereafter arising, including all the following, whether now owned or hereafter acquired, and wherever located:

- a. All replacements and substitutions of and additions to any of the Collateral, whether added now or later;
- b. All proceeds and products of any of the Collateral;
- c. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the Collateral;
- d. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the Collateral, and sums due from any third party who has damaged or destroyed any of the Collateral or from that party's insurer, whether due to judgment, settlement or other process; and
- e. All records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all Debtor's right, title and interest in and to all computer software required to utilize, create, maintain and process any such records or data on electronic media.

3. Debtor's Representations and Warranties. Debtor understands and acknowledges that Secured Party, in making the Loan and in perfecting and continuing the Security Interest, is acting in reliance upon the representations and warranties set forth in this Paragraph, and that such representations and warranties are of a material nature. Debtor hereby represents and warrants the following:

- a. Debtor is duly organized, validly existing, and in good standing under the laws of the State of Delaware with the power to own assets and is authorized to transact business in any states where it conducts business.
- b. Debtor owns or will own the Collateral, and Debtor has or will have rights in the Collateral or the power to transfer rights in the Collateral to the Secured Party. Debtor's rights and title in and to the Collateral are free of any claims, liens, security interests, restrictions on transfer or pledge, or other encumbrances except as created by this Security Agreement, or as permitted in writing by Secured Party.
- c. The Loan is only for commercial purposes and is not a consumer transaction. Debtor has not and is not acquiring the Collateral for personal, family or household purposes.

Debtor agrees to indemnify and hold harmless Secured Party from and against any cost or liability (including, but not limited to, reasonable attorneys' fees) which Secured Party may incur as a result of any inaccuracy in any of the representations and warranties.

4. No Disposition of Collateral. Debtor shall not transfer, sell, assign, lease, license or otherwise dispose of any of Debtor's rights or title in and to all or part of the Collateral, and Debtor shall not grant or permit any other claim, lien, security interest, or other encumbrance to be created in or on the Collateral without the Secured Party's prior written approval except that Debtor may sell inventory and equipment referenced in Exhibit A in the ordinary course of Debtor's business on customary terms and at usual prices and may collect sums due on accounts and other evidences of debt referenced in Exhibit A. This restriction will not apply in the event that the proceeds from a sale (calculated as gross receipts less administrative costs and estimated federal and local taxes) of the Collateral will be sufficient to exceed the full \$750,000 principal amount of the line of credit plus all accrued interest up to the date of sale. In the event of a sale triggering this exception, full repayment of any outstanding balance pursuant to the LOC Agreement will become due within three days of closing of said sale.

5. Authorization to Secured Party. The Debtor authorizes the Secured Party to file any Uniform Commercial Code financing statements and amendments to Uniform Commercial Code financing statements without obtaining the Debtor's signature on and/or endorsement of such financing statement and amendments to financing statements.

6. Changes in Debtor. Except upon the prior written approval of Secured Party, Debtor shall not (a) conduct business under any name(s) other than that given in the Preamble, (b) change or reorganize the type of business entity under which Debtor does business, (c) merge into or consolidate with any other entity, (d) sell all or substantially all Debtor's assets, or (e) change Debtor's jurisdiction of organization. If such prior written approval is given by Secured Party, then Debtor agrees that all records required or requested by Secured Party to perfect, continue, amend and/or terminate the Security Interest shall be prepared and filed before such change of name, change of business entity, merger or consolidation, sale of assets, or change of jurisdiction occurs.

7. Maintenance of Collateral. Debtor will keep in effect all licenses, permits and franchises required by law or contract relating to Debtor's property or the Collateral; maintain insurance on the Collateral; keep the Collateral in good repair and be responsible for any loss or damage to it; at all times warrant and defend Debtor's ownership and possession of the Collateral keep the Collateral free from all liens, claims, encumbrances and security interests; pay when due all taxes, license fees, and other charges upon the Collateral or upon Debtor's business, property or the income therefrom; and not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Security Agreement or of any insurance coverage. Loss of, damage to, or uncollectability of the Collateral or any part thereof will not release Debtor from any of its Obligations.

8. Collection and Enforcement by Secured Party. After the occurrence of a default, following ten (10) business days' prior written notice to Debtor, Secured Party shall have the right at any time:

- a. To notify an account debtor or other obligor on the Collateral to make payment or otherwise render performance to or for the benefit of Secured Party;
- b. To take any proceeds to which Secured Party is entitled;
- c. To enforce the obligations of an account debtor or other obligor on the Collateral and to exercise Debtor's rights with respect to (i) the obligations of the account debtor or other obligor to make payment or otherwise render performance to Debtor, and (ii) any property that secures the obligations of the account debtor or other obligor; and/or
- d. To require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties, and to deliver to Secured Party any and all certificates of title and other documents relating to the Collateral.

Secured Party, however, shall have no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral. Secured Party may deduct from the collections under this Paragraph the reasonable expenses of collection and enforcement, including reasonable attorneys' fees and legal expenses incurred by Secured Party.

9. Default. The occurrence of any of the following shall, at the option of Secured Party, be a default:

- a. Any default under the Loan Documents or any of the other documents evidencing or securing the Loan;
- b. Debtor fails to pay or perform any Obligations or any part thereof in accordance with their terms;
- c. Any representation or warranty of Debtor contained in this Security Agreement is materially false;
- d. Debtor disposes of the Collateral except as expressly permitted by the Loan Documents or this Security Agreement, or there is any attachment, execution, levy on, or other seizure of any of the Collateral except by Secured Party; and/or
- e. Secured Party receives a search report indicating that the Security Interest is not in the lien position required by Secured Party.

Upon a default, following ten (10) business days' prior written notice to Debtor, Secured Party may, in its sole discretion, cure the default and any expenditure made for such purpose shall be added to the principal amount of the Note.

10. Rights and Remedies Upon Default. After default, following ten (10) business days' prior written notice to Borrower, Secured Party shall have all the rights, including

remedies, of a secured party under the Uniform Commercial Code, as the same may be amended from time to time, including without limitation, the right to require Debtor to deliver to Secured Party all or any portion of the Collateral and any documents relating to the Collateral or to assemble the Collateral and make it available to Secured Party at a reasonable place and time to be designated by Secured Party. In addition, Secured Party may pursue any right or remedy available at law or in equity or otherwise to collect, enforce or satisfy any of the Obligations. If after application of the proceeds of any sale or disposition of the Collateral, there is any balance owing on the Obligations, then Debtor remains liable for that deficiency.

a. Secured Party shall comply with any applicable federal, state or local laws in connection with a sale or disposition of the Collateral, and such compliance will not be considered to affect adversely the commercial reasonableness of such sale or disposition. Secured Party shall have no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them, Secured Party may release, continue, substitute, modify or waive any collateral provided by any other person to secure any of the Obligations, and Secured Party may release or enter into a compromise with any other person liable for any of the Obligations, all without affecting Secured Party's rights and remedies against Debtor. Secured Party shall have no obligation to marshal any assets in favor of Debtor or against or in payment of the Obligations or any other obligation owed to Secured Party by Debtor or any other person. To the extent allowed by law, Debtor waives any right that Debtor may have to require Secured Party to defend against or pursue any third person or any other collateral for any of the Obligations, and Debtor waives any defenses based upon any claim that Secured Party did not perfect or continue the Security Interest or impaired the Collateral. Debtor also waives demand, protest, notice of protest, notice of default or dishonor, notice of payment or nonpayment (at maturity or otherwise), release, compromise, settlement, extension, or renewal of accounts, documents, instruments, chattel paper, and guarantees at any time held by Secured Party on which Debtor may in any way be liable.

b. All Secured Party's rights and remedies shall be cumulative and may be exercised separately, successively or simultaneously. No waiver, delay or failure by Secured Party to exercise any right or remedy accruing upon default shall (i) impair any right or remedy of Secured Party, (ii) waive any default, or (iii) affect any prior or subsequent default of the same or a different nature. Election by Secured Party to pursue any right or remedy shall not exclude pursuit of any other right or remedy, and an election to make expenditures or to take action to perform an obligation of Debtor under this Security Agreement, after Debtor's failure to perform, shall not affect Secured Party's right to declare a default and to exercise its rights and remedies.

c. Upon default, Debtor will pay Secured Party for all reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing of the Collateral, including reasonable attorneys' fees and legal expenses incurred by Secured Party. In addition, if Secured Party takes possession of the Collateral following a default, the reasonable expenses, including the cost of insurance and payment of taxes or other charges, incurred by Secured Party in the custody, maintenance, preservation, use, or operation of the Collateral are chargeable to Debtor and are secured by the Collateral.

11. General Provisions. The waiver by Secured Party of any breach of any provision of this Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Debtor may not assign its rights or delegate its duties hereunder without Secured Party's written consent. This Security Agreement may not be altered or amended except by a writing signed by all the parties hereto. This Security Agreement will be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions, except that when any Collateral is located in a different jurisdiction, the laws of that jurisdiction will apply with respect to the Secured Party's attachment of that Collateral to any judgment in its favor. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Security Agreement may be signed in more than one counterpart, each of which shall be deemed an original. This Security Agreement binds Debtor, its successors and assigns, and inures to the benefit of Secured Party, its successors and assigns.

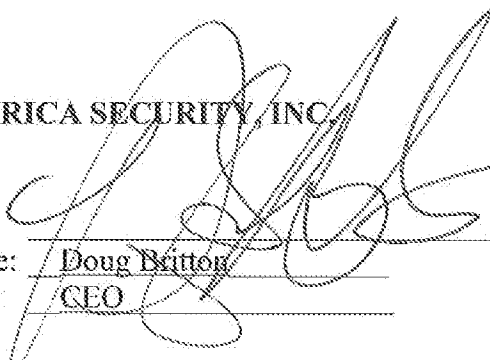
By signing below, each individual or entity becomes obligated under this Security Agreement as Debtor.

ATTEST:


Name: Chaunda Pair

[CORPORATE SEAL]

KAPRICA SECURITY, INC.

By:  (SEAL)
Name: Doug Britton
Title: CEO

#2911595v1

Exhibit A

Collateral

“Collateral” includes the following intellectual property of Kaprica Security, Inc. related to the Tachyon product:

1. Patent filed before the U.S. Patent and Trademark Office on June 3, 2015, bearing non-provisional application number 14/729927;
2. Tachyon logo trademark, published for opposition in the Trademark Official Gazette on June 2, 2015, US Serial Number 86512457; and
3. The name “Tachyon Mobility,” which is going to become a subject of an Application for Registration and have assignment of a serial number.
4. All accounts receivable associated with the Tachyon product.

DCB