

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386231

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GKR Systems, Inc.		06/01/2016	Corporation: MISSISSIPPI
RECEIVING PARTY DATA			
Name:	SPRING CAPITAL PARTNERS III, L.P., as Collateral Agent (Spring Capital Investors III, LLC its general partner)		
Street Address:	2330 W. Joppa Road		
Internal Address:	The Foxleigh Building, Suite 340		
City:	Lutherville		
State/Country:	MARYLAND		
Postal Code:	21093		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4125526	VT CLOUD	
CORRESPONDENCE DATA			
Fax Number:	2027287045		
<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:	2027287045		
Email:	chowell@cooley.com		
Correspondent Name:	Cathy Howell, Senior Paralegal		
Address Line 1:	1299 Pennsylvania Ave., N.W.; Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal		
SIGNATURE:	/Catherine R. Howell/		
DATE SIGNED:	06/01/2016		
Total Attachments: 8			
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THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JUNE 1, 2016, BY AND AMONG THE BORROWERS (AS DEFINED IN THE INVESTMENT AGREEMENT (AS DEFINED HEREIN)), HARBERT MEZZANINE PARTNERS III, L.P., BCA MEZZANINE FUND II, L.P., SPRING CAPITAL PARTNERS III, L.P., WELLS FARGO COMMERCIAL DISTRIBUTION FINANCE, LLC (f/k/a GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION), AND WHITE OAK GLOBAL ADVISORS, LLC (THE "SUBORDINATION AGREEMENT"). THE SUBORDINATION AGREEMENT CONTAINS PROVISIONS RESTRICTING, AMONG OTHER THINGS, CERTAIN PAYMENTS AND THE EXERCISE OF CERTAIN RIGHTS AND REMEDIES BY THE COLLATERAL AGENT (AS DEFINED BELOW). IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE SUBORDINATION AGREEMENT, THE TERMS OF THE SUBORDINATION AGREEMENT SHALL CONTROL.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of June 1, 2016 by and between SPRING CAPITAL PARTNERS III, L.P., a Delaware limited partnership, as Collateral Agent for the Investors (as defined in the Investment Agreement (defined below)) (the "*Collateral Agent*") and GKR SYSTEMS, INC., a Mississippi corporation (the "*Grantor*").

RECITALS

A. The Investors have agreed to make a certain advance of money and to extend certain financial accommodation to Grantor (the "*Loan*") in the amounts and manner set forth in that certain Investment Agreement by and among the Investors, Collateral Agent, the Grantor and other parties party thereto, dated as of the date hereof (as may be amended from time to time, the "*Investment Agreement*"). Any capitalized term used herein and not otherwise defined herein shall have the meaning given to it in the Investment Agreement.

B. The Investors are willing to make the Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to the Collateral Agent, for the benefit of the Investors, a security interest in its Proprietary Rights to secure the obligations of Grantor under the Investment Agreement.

C. Pursuant to the terms of a certain Security Agreement dated as of the date hereof executed in connection with the Investment Agreement (as may be amended from time to time, the "*Security Agreement*"), Grantor has granted to the Collateral 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.

AGREEMENT

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 Investment Agreement and all other agreements now existing or hereafter arising between Grantor and the Collateral Agent, Grantor hereby represents, warrants, covenants and agrees as follows:

- 1) To secure their respective obligations under the Investment Agreement and under any other agreement now existing or hereafter arising between the Collateral Agent and Grantor, Grantor hereby grants and pledges to the Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its Proprietary Rights (including, without limitation, those copyrights, patents and trademarks listed on *Exhibits A, B and C* hereto), 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.
- 2) This security interest is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Investment Documents, and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power and remedy of the Collateral Agent provided for herein or in the Security Agreement or any of the Investment 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 the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other Investment Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Collateral Agent, of any or all other rights, powers or remedies.
- 3) Grantor hereby represents and warrants that *Exhibits A, B, and C* attached hereto set forth any and all Proprietary 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.
- 4) In the event that the Grantor forms any subsidiary or Affiliate after the date hereof, and receives the consent of the Collateral Agent to do so, such new subsidiary or Affiliate shall promptly execute a joinder signature page to this Agreement (and shall update *Exhibits A, B and C* attached hereto as necessary to include its copyrights, patents and trademarks), and in doing so shall become an obligor hereunder for all intents and purposes under this Agreement and the term "Grantor" shall thereafter be deemed to refer collectively to Ingo Money, Inc. and such joined parties. In the event that such a joinder is executed, the parties agree that it is their intention that nothing in such joinder shall be construed to extinguish, release or discharge or constitute, create or effect a novation of, or constitute an agreement to extinguish any of the

obligations or liabilities of any of the parties under the provisions of this Agreement. In addition, the Grantor agrees that any such additional Grantor executing a joinder signature page hereto shall take all steps and perform or cause to be performed all actions requested by the Collateral Agent to administer, supervise and protect the Proprietary Rights (including such additional Grantor's Proprietary Rights) and to maintain the Collateral Agent's perfected security interest in the Proprietary Rights (including such additional Grantor's Proprietary Rights).

[Signature Page Follows]

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

GRANTOR:

GKR SYSTEMS, INC.
a Mississippi corporation

By: _____

Name: Gerard R. Gibert

Title: Chief Executive Officer

Address: 860 Centre Street
Ridgeland, MS 39157
Attention: Gerard R. Gibert

SECURED PARTY:

SPRING CAPITAL PARTNERS III, L.P.

By: Spring Capital Investors III, LLC
its General Partner

By: _____

Name: Peter B. Orthwein, Jr.

Title: Member

Address: The Foxleigh Building
Suite 340
2330 W. Joppa Road
Lutherville, MD 21093

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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By: Spring Capital Investors III, LLC
its General Partner

By: _____
Name: Peter B. Orthwein, Jr.
Title: Member

Address: The Foxleigh Building
Suite 340
2330 W. Joppa Road
Lutherville, MD 21093

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B
PATENTS

Description	Registration/ Application Number	Registration/ Application Date
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None.

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/A pplication Date</u>
VTCloud	4125526	April 10, 2012/ August 22, 2011

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