

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404862

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
APG TECHNOLOGIES, LLC		10/31/2016	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	MULTIPLIER CAPITAL, LP		
Street Address:	2 Wisconsin Circle, Suite 700		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4751476	APG TECHNOLOGIES	
Registration Number:	4612935	A APG TECHNOLOGIES	
Registration Number:	4620133	APG TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166481		
NAME OF SUBMITTER:	Robin Dunn		
SIGNATURE:	/Robin Dunn/		
DATE SIGNED:	11/08/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 31, 2016 by and between **Multiplier Capital, LP** ("Multiplier") and **APG TECHNOLOGIES, LLC**, a Virginia limited liability company ("Grantor") with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated July 2, 2014 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. However, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use ("Intent to Use Applications") for which a statement of use has not been filed, and any Intent to Use Applications for which a statement of use has not been filed are specifically excluded from the Collateral Trademark applications (but only until such statement is filed).

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such

registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his reasonable costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signatures on Next Page]

Address of Grantor:

8201 Greensboro Drive, Suite 800
McLean, VA 22101
Atn: Jeremy Koczan, CFO

APG Technologies, LLC,
a Virginia limited liability company

By 
Name Jeremy Koczan
Title CFO

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By _____
Name _____
Title _____

[Signature Page to Intellectual Property Security Agreement]

Address of Grantor:

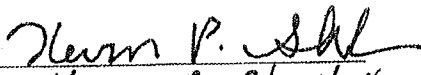
APG Technologies, LLC,
a Virginia limited liability company

By _____
Name _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By 
Name Kevin R. Sheehan
Title Manager

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks

Registered Trademarks and Service Marks

Owner	Mark	Serial #	Filed Date	Reg #	Reg Date
APG Technologies, LLC	APG Technologies	86415296	10/06/2014	4751476	06/09/2015
APG Technologies, LLC	A APG TECHNOLOGIES	86181278	01/31/2014	4612935	09/30/2014
APG Technologies, LLC	APG Technologies	86180939	01/31/2014	4620133	10/14/2014

Trademark and Service Mark Applications N/A

Owner	Mark	Serial #	Summary	Filed Date

SCHEDULE B

Patents and Patent Applications

Patents N/A

Owner	Title	Application Number	Application Date	Patent Number	Issue Date

Patent Applications N/A

Owner	Title	Application Number	Application Date

SCHEDULE C

Copyrights Registered with the United States Copyright Office

NONE