

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FutureNet Security Solutions, LLC		08/31/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Detroit Investment Fund, L.P.		
Street Address:	600 Renaissance Center, Suite 1710		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48423		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Chase Invest Detroit Fund, LLC		
Street Address:	600 Renaissance Center, Suite 1710		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48423		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4080133	XMB	
Registration Number:	3971120	EMB	
Registration Number:	3887233	EMB	
Registration Number:	3762615	USR	
Registration Number:	3762502	USR	
Registration Number:	2767400	GRAB	
CORRESPONDENCE DATA			
Fax Number:	2029068669		
<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:	202.906.8618		
Email:	ipmail@dykema.com		
Correspondent Name:	Eric T. Fingerhut		

CH \$165.00 4080133

TRADEMARK

Address Line 1: 1301 K Street, N.W., Suite 1100 West
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Eric T. Fingerhut

SIGNATURE: /eric t. fingerhut/

DATE SIGNED: 10/05/2017

Total Attachments: 5

source=(FutureNet) Trademark Security Agreement#page1.tif

source=(FutureNet) Trademark Security Agreement#page2.tif

source=(FutureNet) Trademark Security Agreement#page3.tif

source=(FutureNet) Trademark Security Agreement#page4.tif

source=(FutureNet) Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 31, 2017, by FUTURENET GROUP, INC., a Michigan corporation ("FNG"), and FUTURENET SECURITY SOLUTIONS, LLC, a Michigan limited liability company ("Solutions"; together with FNG, the "Grantors" and each, a "Grantor"), in favor of in favor of Detroit Investment Fund, L.P., a Delaware limited partnership ("DIF"), and Chase Invest Detroit Fund, LLC, a Michigan limited liability company ("CIDF"; together with DIF, collectively, the "Lenders").

Recitals

A. Pursuant to that certain Amended and Restated Loan and Security Agreement dated as July 26, 2017 by and among Grantors, Motor City Developer, LLC, and the Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Lenders have agreed to make the Loan to Grantors.

B. Pursuant to the Loan Agreement, each Grantor is required to execute and deliver to Lenders this Trademark Security Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lenders a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark; provided that no security interest shall be granted in any United States "intent to use" trademark applications to the extent that, and solely during the period in which,


the grant of a security interest therein would impair the validity or enforceability of such "intent to use" trademark applications under applicable federal law.

3. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lenders pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Loan Agreement, the terms of the Loan Agreement shall control.

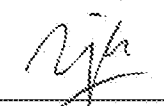
[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FUTURENET GROUP, INC., a Michigan corporation

By: 
Name: Joginder Singh
Title: Chief Executive Officer

FUTURENET SECURITY SOLUTIONS, LLC, a
Michigan limited liability company

By: 
Name: Joginder Singh
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

DETROIT INVESTMENT FUND, L.P., as a Lender

By: Detroit Development Ventures, Inc.,
a Michigan corporation, its General Partner

By: Karl I. Bell
Name: Karl I. Bell
Title: Senior Vice President

CHASE INVEST DETROIT FUND, LLC, as a Lender

By: Karl I. Bell
Name: Karl I. Bell
Title: Manager

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	DATE	OWNER INFORMATION
XMB	4080133	01/03/2012	FutureNet Security Solutions LLC
EMB DESIGN	3971120	05/13/2011	FutureNet Security Solutions LLC
EMB	3887233	12/7/2010	FutureNet Security Solutions LLC
USR AND DESIGN	3762615	03/23/2010	FutureNet Security Solutions LLC
USR	3762502	03/23/2010	FutureNet Security Solutions LLC
GRAB	2767400	09/23/2003	FutureNet Security Solutions LLC

TRADEMARK APPLICATIONS

None