

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM466277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DATUM LLC		03/19/2018	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIRST NATIONAL BANK OF PENNSYLVANIA		
<b>Street Address:</b>	1000 Bestgate Road		
<b>City:</b>	Annapolis		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21401		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4244521	DATUM	
<b>Registration Number:</b>	5309772	INFORMATION VALUE MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4103855081		
<b>Email:</b>	lbell@gebsmith.com		
<b>Correspondent Name:</b>	David Fontana, Esquire		
<b>Address Line 1:</b>	1 South Street, Suite 2200		
<b>Address Line 2:</b>	Gebhardt & Smith LLP		
<b>Address Line 4:</b>	Baltimore, MARYLAND 212023281		
<b>NAME OF SUBMITTER:</b>	David Fontana		
<b>SIGNATURE:</b>	/David Fontana, Counsel/		
<b>DATE SIGNED:</b>	03/20/2018		
<b>Total Attachments: 8</b>			
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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is effectively dated and made as of March 19, 2018 by and between DATUM LLC, a Virginia limited liability company ("PLEDGOR"), with its mailing address at One Park Place, Suite 540, Annapolis, Maryland 21401; and FIRST NATIONAL BANK OF PENNSYLVANIA, a national banking association ("LENDER"), with its mailing address at 1000 Bestgate Road, Annapolis, Maryland 21401.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below, unless the specific context of this AGREEMENT clearly requires a different meaning. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1. "EVENT OF DEFAULT" means the occurrence of any default or event of default under the LOAN DOCUMENTS or any other agreement executed from time to time by the PLEDGOR to or for the benefit of the LENDER which evidences or relates to any of the OBLIGATIONS.

Section 1.2. "LINE OF CREDIT" means the line of credit provided by the LENDER to the PLEDGOR in the original amount of \$2,000,000.00, which such line of credit was subsequently increased to \$4,000,000.00 and later decreased to \$2,750,000.00.

Section 1.3. "TERM LOAN" means the \$1,000,000 term loan provided by the LENDER to the PLEDGOR.

Section 1.4. "LOANS" means collectively the LINE OF CREDIT and the TERM LOAN provided by the LENDER to the PLEDGOR.

Section 1.5. "LINE OF CREDIT NOTE" means the Fourth Amended and Restated Promissory Note dated December, 2017 executed and delivered by the PLEDGOR to the order of the LENDER in the stated principal amount of \$2,750,000.00, as amended and modified from time to time, in connection with the LINE OF CREDIT.

Section 1.6. "TERM NOTE" means the Promissory Note, dated November 3, 2016, executed and delivered by the PLEDGOR to the order of the LENDER in the stated principal amount of \$1,000,000.00, as amended and modified from time to time, in connection with the TERM NOTE.

Section 1.7. "LOAN AGREEMENTS" means collectively the various loan agreements, as amended and modified from time to time, entered into by and between the PLEDGOR and the LENDER in connection with the LOANS.

Section 1.8. "LOAN DOCUMENTS" means collectively all agreements, instruments and documents, including without limitation, all loan agreements, promissory notes, modification agreements, forbearance agreements, guaranties, pledges, security agreements, assignments and all other loan documents, whether heretofore, now or hereafter executed by or on behalf of the PLEDGOR in connection with the LOANS. Without limitation to the foregoing, the term "LOAN DOCUMENTS"

includes the LOAN AGREEMENTS, the LINE OF CREDIT NOTE, the TERM NOTE and a Forbearance Agreement of even date herewith by and between the PLEDGOR, the LENDER and others.

Section 1.9. "OBLIGATIONS" means all duties of payment or performance now or hereafter due and owing to the LENDER by the PLEDGOR as a result of or in connection with any and all existing or future indebtedness, liability, or obligation of every kind and nature arising out of or related to the LOANS and/or the LOAN DOCUMENTS, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, unconditional or conditional, and all renewals, refinancings, extensions, substitutions, amendments, and modifications thereof, no matter when or how created, arising, evidenced, or acquired, including but not limited to, all amounts of principal, interest, penalties, reimbursements, advancements, escrows, and fees.

Section 1.10. "TRADEMARKS" means collecting all of the PLEDGOR'S now owned and hereafter acquired domain names, service marks, trademarks and trade names (including, without limitation the trade names "Datum" and "Information Value Management"), whether registered or unregistered, and whether or not established or registered in the United States or any other country or any political subdivisions thereof, together with any and all: (a) registrations and recordings thereof, and all applications for any of the foregoing, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or any other Country or political subdivision, (b) all renewals, reissues, confirmations and extensions thereof, (c) all intellectual property of the PLEDGOR and goodwill of the PLEDGOR'S business to which any of the foregoing relates, (d) all present and future claims, causes of action and rights to sue for past, present or future infringements thereof, (e) all rights and privileges arising under applicable law with respect to the use of any of the foregoing, (f) all general intangibles, proceeds and products related to any of the foregoing, and (g) all rights corresponding thereto throughout the world. "TRADEMARKS" as defined above shall include, without limitation, all of the trademarks and trademark applications listed on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER, and hereby grants to the LENDER, a security interest in, to and against all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARKS, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof. The security interests granted by the PLEDGOR to the LENDER hereunder shall attach to and include all rights to any TRADEMARKS which are subsequently obtained by the PLEDGOR after the date of this AGREEMENT, regardless of whether such TRADEMARKS are listed on Exhibit A.

Section 3. Representations And Warranties. The PLEDGOR represents and warrants that: (a) Exhibit A attached hereto sets forth certain TRADEMARKS currently owned by the PLEDGOR; (b) each of the TRADEMARKS described on Exhibit A is valid, unexpired and enforceable; (c) none of the TRADEMARKS has been adjudged invalid, expired or unenforceable in whole or in part, is the subject of any proceeding which seeks any of the foregoing, or has been abandoned; (c) no claim has been made or threatened to the PLEDGOR that the use of any of the TRADEMARKS infringes upon or violates the rights of any third person; (d) the PLEDGOR is the sole and exclusive owner of the TRADEMARKS, free and clear of any liens, charges and encumbrances other than in favor of the LENDER; (e) the PLEDGOR has the unqualified right to enter into this AGREEMENT and to perform its terms; and (f) upon the completion of all necessary public filings, the liens and security interests granted pursuant to this AGREEMENT will constitute first priority perfected liens on and security interests in the TRADEMARKS in favor of the LENDER subject to certain PERMITTED LIENS. The PLEDGOR agrees that the PLEDGOR shall not grant any other creditor, other than the LENDER, a lien or security interest against the TRADEMARKS until such time as all of the OBLIGATIONS have been fully paid

and satisfied, unless such other creditor executes an intercreditor agreement acknowledging and agreeing that the LENDER holds a first-priority security interest and lien against the TRADEMARKS.

Section 4. Maintenance Of Trademarks; Prosecution Of Applications And Proceedings; Maintenance Of Quality Standards. The PLEDGOR covenants that it will maintain the registration of the TRADEMARKS, and take all actions necessary to maintain, preserve and continue the validity and enforceability of the TRADEMARKS, including but not limited to the filing of applications for renewal, affidavits of use, affidavits of incontestability and institution and maintenance of opposition, concurrent use, interference and cancellation proceedings, and the payment of any and all application, renewal, extension or other fees. The PLEDGOR agrees that the PLEDGOR will prosecute diligently any trademark applications of the TRADEMARKS pending as of the date of this AGREEMENT or thereafter until the OBLIGATIONS shall have been unconditionally paid and satisfied in full, to file and prosecute opposition, concurrent use and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the TRADEMARKS. The PLEDGOR agrees that it will not sell, assign, transfer, convey or encumber its interest in, or grant any license under, any of the TRADEMARKS. The PLEDGOR further agrees not to enter into any agreement which is inconsistent with the PLEDGOR'S obligations under any of the LOAN DOCUMENTS. The PLEDGOR agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights transferred to the LENDER under this AGREEMENT. The PLEDGOR agrees that it will not abandon any TRADEMARKS (including applications for TRADEMARKS) without the express written consent of the LENDER. Any expenses incurred by the PLEDGOR in connection with the TRADEMARKS shall be the sole expense of the PLEDGOR. The PLEDGOR covenants to use and require the use of consistent standards of quality in the manufacture of products sold and services rendered under the TRADEMARKS.

Section 5. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN DOCUMENTS and/or under applicable law, including but not limited to the rights of a secured party under the applicable Uniform Commercial Code in effect from time to time, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take exclusive possession and/or place a custodian in exclusive possession of any or all of the TRADEMARKS from time and to time; (b) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARKS, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (c) use, operate, manage, and control the TRADEMARKS in any lawful manner; and (d) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the TRADEMARKS is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. At any such sale or other disposition, the LENDER may, to the extent permissible under applicable law, purchase the whole or any part of the TRADEMARKS, free from any right of redemption on the part of the PLEDGOR, which right is hereby waived and released to the extent lawfully permitted. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARKS are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. Following the occurrence and during the continuance of an EVENT OF DEFAULT, the PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact,

with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) own and use the TRADEMARKS; (ii) grant or issue any exclusive or nonexclusive licenses under the TRADEMARKS to any other person; (iii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARKS to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iv) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARKS; (v) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARKS; (vi) defend any suit, action or proceeding brought against the PLEDGOR with respect to any of the TRADEMARKS; (vii) settle, compromise or adjust any of the aforesaid suits, actions or proceedings and, in connection therewith, to give such discharges as the LENDER may deem appropriate; and (viii) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the TRADEMARKS and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARKS, whether established by this AGREEMENT, by any LOAN DOCUMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 6. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interests of the LENDER in the TRADEMARKS and shall not impose any duty upon the LENDER to exercise any such powers.

Section 7. Patent And Trademark Office And Third Parties May Rely Upon Pledgor's Authorizations To Lender. If the LENDER shall elect to exercise any of its rights hereunder following the occurrence and during the continuance of an EVENT OF DEFAULT, the United States Patent and Trademark Office and all other persons and entities shall have the right to rely upon the LENDER'S written statement of the LENDER'S right to sell, assign, license and transfer the TRADEMARKS and the PLEDGOR hereby irrevocably and unconditionally authorizes the United States Patent and Trademark Office and all other persons and entities to recognize such sale by the LENDER either in the PLEDGOR'S name or in the LENDER'S name without the necessity or obligation of the United States Patent and Trademark Office or any other persons and entities to ascertain the existence of any default by the PLEDGOR under the LOAN DOCUMENTS, or any other fact or matter relating to the entitlement of the LENDER to exercise its rights hereunder. PLEDGOR authorizes the LENDER to file financing statements and such other notices and documents in the financing statement records and/or the United States Patent and Trademark Office as are necessary for the LENDER to perfect its security interests against the TRADEMARKS.

Section 8. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN DOCUMENTS, in the manner and within the time specified in the LOAN DOCUMENTS.

Section 9. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary, appropriate or proper by the LENDER to vest in, effectuate assure to the LENDER its rights under this AGREEMENT or in any of the TRADEMARKS. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact to execute and file all such additional instruments and documents for the foregoing purposes, including such filings with the United States Patent And Trademark Office or in any other office or place of public filings as the LENDER deems to be necessary

and appropriate, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 10. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER consenting to the modification, alteration, waiver, or amendment.

Section 11. Choice Of Law. This AGREEMENT shall be construed according to the laws of the State of Virginia. All parties hereto consent to non-exclusive jurisdiction and venue of the courts of the State of Virginia in any action to enforce, construe or interpret this AGREEMENT.

Section 12. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 13. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

Section 14. No Novation. This AGREEMENT shall not cause a novation of any other security agreement, security document or other LOAN DOCUMENT that has been executed by the PLEDGOR in favor of the LENDER. The execution of this AGREEMENT shall not discharge, terminate or in any way impair or adversely affect the validity or enforceability of any other security agreement or security document given by the PLEDGOR to the LENDER. All security agreements and security documents provided by the PLEDGOR to the LENDER are intended to be cumulative and shall remain in full force and effect unless and until discharged and terminated in writing in accordance with any expressly stated termination provisions set forth therein.

Section 15. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by either party hereto or any successor or assign of either party hereto, with respect to this AGREEMENT, the LOAN DOCUMENTS, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN DOCUMENTS, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN DOCUMENTS, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.**

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

**SIGNATURES AND ACKNOWLEDGMENTS  
SET FORTH BELOW ON FOLLOWING PAGE**

Signature page to Trademark Security Agreement

WITNESS/ATTEST:

PLEDGOR:

DATUM LLC,  
a Virginia limited liability company

By: William T. Crump (SEAL)  
William T. Crump, Manager

**ACKNOWLEDGMENT**

STATE OF Maryland, CITY/COUNTY of Anne Arundel TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of March, 2018, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared WILLIAM T. CRUMP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be the sole MANAGER of DATUM LLC, a Virginia limited liability company, and who further acknowledged under oath that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of DATUM LLC.

IN WITNESS My Hand and Notarial Seal.

Elizabeth Ann Miller (SEAL)  
NOTARY PUBLIC

My Commission Expires:

6/16/20

ELIZABETH ANN MILLER  
NOTARY PUBLIC  
ANNE ARUNDEL COUNTY  
MARYLAND  
MY COMMISSION EXPIRES JUNE 16, 2020



**EXHIBIT "A"**

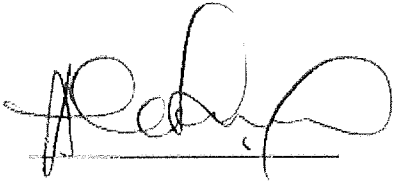
**Schedule Of Trademarks**

Trademark	Country	Serial Number	Registration Number	Registration Date	
Datum	U.S.	85426199	4244521	November 20, 2012	

Trademark	Country	Serial Number	Registration Number	Registration Date	
Information Value Management	U.S.	87343977	5309772	October 17, 2017	

Signature page to Trademark Security Agreement

WITNESS/ATTEST:



LENDER:

FIRST NATIONAL BANK OF PENNSYLVANIA,



By: \_\_\_\_\_ (SEAL)  
Paul Shickel, Assistant Vice President

**ACKNOWLEDGMENT**

ANNE ARUNDEL

STATE OF MARYLAND, CITY/COUNTY OF ANNE ARUNDEL, TO WIT:

I HEREBY CERTIFY, that on this 19 day of March, 2018, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared PAUL SHICKEL, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, who acknowledged himself to be an Assistant Vice President of FIRST NATIONAL BANK OF PENNSYLVANIA, and who further acknowledged that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of FIRST NATIONAL BANK OF PENNSYLVANIA.

IN WITNESS My Hand and Notarial Seal.

  
(SEAL)  
NOTARY PUBLIC

My Commission Expires:  
JULY 29, 2018