



09-10-2008

DEPARTMENT OF COMMERCE  
Patents and Trademark Office

Form PTO-1594 (Rev. 08/08)  
OMB Collection 0651-0027 (exp. 9/30/2008)



RECORDED  
TRADEMARK 103524048

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9.5.08

**1. Name of conveying party(ies):**

SYS

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: California  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: Keybank National Association, as admin. agent  
Internal Address: \_\_\_\_\_  
Street Address: 601-108th Avenue, 5th flr  
City: Bellevue  
State: WA  
Country: USA Zip: 98004

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 08/29/2008

Assignment       Merger  
 Security Agreement       Change of Name  
 Other Security Agreement (Second Lien)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) \_\_\_\_\_  
SEE ATTACHED SCHEDULE

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): \_\_\_\_\_

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Deborah Taylor  
Internal Address: c/o Latham & Watkins LLP  
Street Address: 355 South Grand Avenue  
City: Los Angeles  
State: CA Zip: 90071  
Phone Number: 213-485-1234  
Fax Number: 213-891-8763  
Email Address: deborah.taylor@lw.com

**6. Total number of applications and registrations involved:** 13

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$340.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Deborah Taylor      September 3, 2008  
Signature      Date

Deborah Taylor      Total number of pages including cover sheet, attachments, and document: 8  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003851 FRAME: 0586

## SCHEDULE OF TRADEMARKS

3158527	SENSORWORX
2919772	VIGILYS
2944754	BATTGUARD
2773907	GRAVITON
2623499	SKYVIEW
2620017	SKYRAMP
2620016	SKYHOPPER
2627451	SKYCENTER
2620015	SKYVIEW
2616960	SKYBEAM
2540949	XSILOGY
2540948	XSILOGY
2270271	LOGIC INNOVATIONS

## TRADEMARK SECURITY AGREEMENT (SECOND LIEN)

Trademark Security Agreement (Second Lien), dated as of August 29, 2008 (as amended, restated, amended and restated, or otherwise modified, the "Trademark Security Agreement"), between each of the entities set forth on the signature pages hereto (each a "Grantor" and collectively, the "Grantors") and **KEYBANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

### WITNESSETH:

**WHEREAS**, the Grantors are party to the Pledge and Security Agreement (Second Lien) dated as of December 31, 2007 (as amended, restated, amended and restated, or otherwise modified, the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent, and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein without definition shall have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Parties, a 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to

Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time) (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

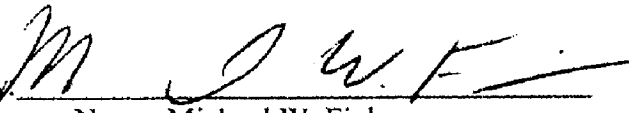
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

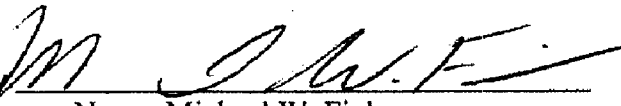
[Remainder of page intentionally left blank]

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.

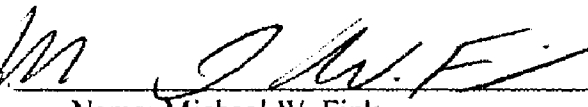
**SYS, a California corporation,  
as Grantor**

By   
Name: Michael W. Fink  
Title: Vice President, Contracts

**POLEXIS, INC., a California corporation,  
as Grantor**

By   
Name: Michael W. Fink  
Title: Vice President, Contracts

**AI METRIX, INC., a Delaware corporation,  
as Grantor**


By   
Name: Michael W. Fink  
Title: Vice President, Contracts

Trademark Security Agreement (Second Lien)

**TRADEMARK  
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Accepted and Agreed:

**KEYBANK NATIONAL ASSOCIATION,**  
as Administrative Agent

By: 

Name: **Raed Y. Alfayoumi**  
Title: **Vice President**

Trademark Security Agreement (Second Lien)

**TRADEMARK**  
**REEL: 003851 FRAME: 0591**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**Trademark Registrations**

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
SYS	SENSORWORX (trademark)	3158527	October 17, 2006
SYS	VIGILYS (trademark)	2919772	January 18, 2005
SYS	BATTGUARD (trademark. service mark)	2944754	April 26, 2005
SYS	GRAVITON (trademark. service mark)	2773907	October 14, 2003
SYS	SKYVIEW (trademark)	2623499	September 24, 2002
SYS	SKYRAMP (trademark)	2620017	September 17, 2002
SYS	SKYHOPPER (trademark)	2620016	September 17, 2002
SYS	SKYCENTER (trademark)	2627451	October 1, 2002
SYS	SKYVIEW (service mark)	2620015	September 17, 2002
SYS	SKYBEAM (trademark)	2616960	September 10, 2002
SYS	XSILOGY (trademark)	2540949	February 19, 2002
SYS	XSILOGY (service mark)	2540948	February 19, 2002
SYS	LOGIC INNOVATIONS (trademark) (assignment from Logic Innovations, Inc. to SYS in progress)	2270271	August 17, 1999
Ai Metrix, Inc.	[Star Design]	3170480	November 14, 2006

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Ai Metrix, Inc.	NEURALSTAR (trademark)	3170447	November 14, 2006
Ai Metrix, Inc.	AIMETRIX NEURALSTAR (trademark)	2241809	April 27, 1999
Ai Metrix, Inc.	DOPPLER VUE (trademark)	2867365	July 24, 2004
Polexis, Inc.	POLEXIS (service mark)	2601223	July 30, 2002
Polexis, Inc.	XIS (trademark)	2799060	December 23, 2003

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