

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VMR Electronics, LLC		03/09/2012	LIMITED LIABILITY COMPANY: NEW YORK
Distinct Intuitive Designs, LLC		03/09/2012	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

Name:	Mark A. Kelly
Street Address:	1012 Gabriella Avenue
City:	Endicott
State/Country:	NEW YORK
Postal Code:	13760
Entity Type:	INDIVIDUAL: UNITED STATES

Name:	Vanessa C. Kelly
Street Address:	1012 Gabriella Avenue
City:	Endicott
State/Country:	NEW YORK
Postal Code:	13760
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	85127092	ALCATRAZ
Registration Number:	3707288	IDITAROD
Registration Number:	3923819	RESCU

**CORRESPONDENCE DATA**

Fax Number: (315)422-9331  
 Phone: 315-423-7100

CH \$90.00 85127092

Email: jbrunet@harrisbeach.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: James R. Muldoon

Address Line 1: Harris Beach PLLC

Address Line 2: 333 West Washington Street, Suite 200

Address Line 4: Syracuse, NEW YORK 13202

ATTORNEY DOCKET NUMBER:	258646
NAME OF SUBMITTER:	James R. Muldoon
Signature:	/James R. Muldoon 38249/
Date:	03/19/2012

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), dated March 9, 2012, is made by VMR Electronics, LLC and Distinct Intuitive Designs, LLC (the "Grantors") in favor of Mark A. Kelly and Vanessa C. Kelly, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantors are giving a security interest, dated as of March 9, 2012, to the Collateral Agent (which agreement can be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks and Trademark Applications of the Grantors as shown on Schedule A attached hereto ("Trademark Collateral"), and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and any other appropriate governmental authorities.

NOW THEREFORE, Grantors and Secured Party hereby agree as follows:

### Definitions: Interpretation.

Terms Defined in Security Agreement and UCC. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement, and if not defined therein but defined in the UCC, shall have the meanings assigned to them in the UCC.

Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"*Collateral*" has the meaning set forth in Section 2.

"*Security Agreement*" has the meaning set forth above.

"*PTO*" means the United States Patent and Trademark Office.

"*UCC*" means the Uniform Commercial Code as in effect in the State of New York.

Construction. In this Agreement. The following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any

sale, transfer, or other disposition of any Collateral by Grantors; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Security Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

Security Interest.

Grant of Security Interest. As security for the payment and performance of the Obligations, Grantors hereby grants to Secured Party a security interest in, and a mortgage upon, all of Grantors's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantors now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

the entire goodwill of or associated with the businesses now or hereafter conducted by Grantors connected with and symbolized by any of the aforementioned properties and assets;

all general intangibles and all intangible intellectual or other similar property of Grantors of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Continuing Security Interest. Grantors agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated.

Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to

those set forth in the Security Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

Representations and Warranties. Grantors represent and warrant to Secured Party that:

Trademarks. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Grantors, in whole or in part, is set forth in Schedule A.

Further Acts. On a continuing basis, Grantors shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantors' compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Grantors. In addition, Grantors authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Grantors shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Grantors shall immediately notify Secured Party in a writing signed by the Grantors of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

Authorization to Supplement. If Grantors shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations hereunder, Grantors authorizes Secured Party to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantors, Secured Party and their respective successors and assigns. Grantors may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Security Agreement.

Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

Entire Agreement; Amendment. This Agreement and the Security Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Security Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 0 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Security Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Security Agreement.

Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Grantors' expense) shall promptly execute and deliver to Grantors such documents and instruments reasonably requested by Grantors as shall be necessary to evidence termination of all such security interests given by Grantors to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

No Inconsistent Requirements. Grantors acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Grantors agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Security Agreement.

[Remainder of page intentionally left blank.]

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

Distinct Intuitive Designs, LLC

By: *Mark Kelly*  
Name: *Mark Kelly*  
Title: *Vice President*

VMR Electronics, LLC.

By: *Mark Kelly*  
Name: *Mark Kelly*  
Title: *Vice President*

**Trademark**      **ALCATRAZ**

**Case Number/Subcase Country Name**  
 1651T004-256523  
 United States of America

**Application Number/Date**  
 85/127,092  
 10-Sep-2010

**Publication Number/Date**  
 22-Feb-2011

**Registration Number/Date**  
 3,707,288  
 10-Nov-2009

**Status Next Renewal**  
 Published

**Class(es):** 9  
**Client:** VMR Electronics, LLC  
**Agent Name:**  
**Owner Name:** Distinct Intuitive Designs, LLC

**Attorney(s):** JRM  
**Client Ref:**  
**Agent Ref:**

**Trademark**      **IDITAROD**

**Case Number/Subcase Country Name**  
 1651T005  
 United States of America

**Application Number/Date**  
 76/696,658  
 02-Apr-2009

**Publication Number/Date**  
 13-Apr-2010

**Registration Number/Date**  
 3,923,819  
 22-Feb-2011

**Status Next Renewal**  
 Registered  
 10-Nov-2019

**Class(es):** 9  
**Client:** VMR Electronics, LLC  
**Agent Name:**  
**Owner Name:** Distinct Intuitive Designs, LLC

**Attorney(s):** JRM  
**Client Ref:**  
**Agent Ref:**

**Trademark**      **RESCU**

**Case Number/Subcase Country Name**  
 1651T001  
 United States of America

**Application Number/Date**  
 77/794,076  
 31-Jul-2009

**Publication Number/Date**  
 13-Apr-2010

**Registration Number/Date**  
 3,923,819  
 22-Feb-2011

**Status Next Renewal**  
 Registered  
 22-Feb-2021

**Class(es):** 9  
**Client:** VMR Electronics, LLC  
**Agent Name:**  
**Owner Name:** Distinct Intuitive Designs, LLC

**Attorney(s):** JRM  
**Client Ref:**  
**Agent Ref:**