

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM314847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OpenSky Project, Inc.		07/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3906575	OPENSKY	
CORRESPONDENCE DATA			
Fax Number:	4157735759		
<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:	4157735512		
Email:	tgore@orrick.com		
Correspondent Name:	John Cook		
Address Line 1:	The Orrick Building, 405 Howard Street		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	28633.1		
NAME OF SUBMITTER:	John Cook		
SIGNATURE:	/John Cook/		
DATE SIGNED:	08/21/2014		
Total Attachments: 11			
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ATTACHMENT I
TO SECURITY AGREEMENT

All right, title and interest of Grantor, whether now owned or hereafter acquired, in and to the following property (collectively, the "Collateral"):

(a) All trademarks, trade names, trade styles and service marks, and all prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule A to this Attachment I, which Schedule A is incorporated herein by this reference, and (ii) all reissues, extensions or renewals thereof and all licenses thereof (collectively, the "Trademarks");

(b) All patentable inventions, patent rights, shop rights, letters patent of the United States or any foreign country, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (i) all Patent Registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any foreign country or political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described in Schedule B to this Attachment I, which Schedule B is incorporated herein by this reference, and (ii) all reissues, continuations, continuations-in-part or extensions thereof and all licenses thereof (collectively, the "Patents");

(c) All copyrights including, without limitation, (i) all original works of authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all registrations and recordings thereof, including all applications, registrations and recordings in the Copyright Office or in any similar office or agency of the United States, any state thereof, or any foreign country or any political subdivision thereof, all whether now owned or hereafter acquired by Grantor, including those described on Schedule C to this Attachment I, which Schedule C is incorporated herein by this reference, and (ii) all extensions or renewals thereof and all licenses thereof (collectively, the "Copyrights");

(d) All goodwill of Grantor's business symbolized by the Trademarks and all customer lists and other records of Grantor relating to the distribution of products or provision of services bearing or covered by the Trademarks;

(e) All proprietary information, including formulas, patterns, compilations, programs, devices, methods, techniques or processes, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other Persons who can obtain economic value from its disclosure or use, all whether now owned or hereafter acquired by Grantor (collectively, the "Trade Secrets");

(f) All claims by Grantor against any Person for past, present or future infringement of the Patents, Trademarks, Copyrights or Trade Secrets; and

(g) All proceeds of the foregoing (including whatever is receivable or received when Collateral or proceeds is (are) sold, collected, exchanged, licensed or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

Notwithstanding anything to the contrary herein, the Collateral shall not include (a) any intent-to-use trademark application at any times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such intent to use trademark would affect Grantor's rights to such trademarks under applicable law, and (b) any contract, license or general intangible to which Grantor is a party if and to the extent

such contract, license or general intangible is subject to express contractual provisions prohibiting the creation of a security interest in the right, title or interest of Grantor therein and/or such creation would, in and of itself, cause or result in a breach or default thereunder enabling another party to such contract, license or general intangible to terminate the same or enforce material remedies thereunder; except in each case to the extent that (x) such prohibition has been waived or such other party has otherwise consented to the creation hereunder of a security interest in such contract, license or general intangible or (y) such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of Article 9 of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity and provided, further, that immediately upon the ineffectiveness, lapse or termination of any such prohibiting provision, Grantor shall be deemed to have granted a security interest in, all its rights, title and interest in and to such contract, license or general intangible as if such provision had never been in effect.

SCHEDULE A
TO ATTACHMENT I
TO SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Service Mark OPENSKY

Registered January 18, 2011, Registration No. 3,906,575

SCHEDULE B
TO ATTACHMENT I
TO SECURITY AGREEMENT

PATENTS AND PATENT APPLICATIONS

Pending Patent Applications

12/842,744 : OS_104_UTIL : A Method and System for Distributed Point of Sale Transactions
12/842,759 : OS_105_UTIL : A Method and System for Distributed Point of Sale Transactions

SCHEDULE C
TO ATTACHMENT 1
TO SECURITY AGREEMENT

COPYRIGHTS

Grantor represents and warrants that it does not own any registered Copyrights.

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of July 10, 2014, is executed by OpenSky Project, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of June 4, 2014 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule I-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of July 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:
Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167
Attention: Legal Department

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed
as of the day and year first above written.

GRANTOR

OpenSky Project, Inc.
a Delaware corporation

By: 

Name: John Caplan

Title: CEO

[Signature Page to Grant of Security Interest (Trademarks)]

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

Trademarks

Service Mark OPENSKY
Registered January 18, 2011, Registration No. 3,906,575

ATTACHMENT 2
TO SECURITY AGREEMENT

GRANT OF SECURITY INTEREST

PATENTS

This GRANT OF SECURITY INTEREST, dated as of July 10, 2014, is executed by OpenSky Project, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of June 4, 2014 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor owns the letters patent of the United States and certain foreign countries, more particularly described on Schedule I-A annexed hereto and made a part hereof (collectively, the "Patents").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of July 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has assigned and granted to Lender a security interest in all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

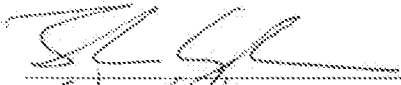
The Lender's address is:
Ares Capital Corporation
245 Park Avenue, 44th Floor
New York, NY 10167
Attention: Legal Department

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRANTOR

OpenSky Project, Inc.
a Delaware corporation

By: 
Name: John E. Egan
Title: CEO

[Signature Page to Grant of Security Interest (Patents)]

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

PATENTS

Pending Patent Applications

12/842,744 : OS__104__UTIL : A Method and System for Distributed Point of Sale Transactions
12/842,759 : OS__105__UTIL : A Method and System for Distributed Point of Sale Transactions