

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rand Worldwide, Inc.	FORMERLY Avatech Solutions, Inc.	11/03/2014	CORPORATION: DELAWARE
Rand Worldwide Foreign Holdings, Inc.		11/03/2014	CORPORATION: DELAWARE
Rand Worldwide Subsidiary, Inc.		11/03/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	1750 Tysons Boulevard		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75269511	AVATECH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2029555564		
<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>			
Email:	kimberly.hoover@hklaw.com		
Correspondent Name:	Kimberly Hoover		
Address Line 1:	800 17th Street NW		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	088499-00684		
NAME OF SUBMITTER:	Kimberly Hoover, Legal Assistant		
SIGNATURE:	/Kimberly Hoover/		
DATE SIGNED:	11/05/2014		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Trademark Security Agreement*”) dated as of November 3, 2014, among Rand Worldwide, Inc., a Delaware corporation (formerly known as Avatech Solutions, Inc.) (the “*Borrower*”), Rand Worldwide Foreign Holdings, Inc., a Delaware corporation (“*Rand Holdings*”) and Rand Worldwide Subsidiary, Inc., a Delaware corporation (“*Rand Worldwide Subsidiary*”) and JPMorgan Chase Bank, N.A. (the “*Lender*”). The Borrower, Rand Holdings and Rand Worldwide Subsidiary are each referred to herein as a “*Grantor*” and collectively as the “*Grantors*”.

Reference is made to (a) the Pledge and Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the “*Security Agreement*”), by and among the Grantors and the Lender and (b) the Credit Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the Borrower, the Loan Parties (as defined in the Credit Agreement) and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit is conditioned upon, among other things, the execution and delivery of this Trademark Security Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Trademark Security Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Credit Agreement), the Grantors, pursuant to the Security Agreement, did and hereby do grant to the Lender, its successors and assigns, for the ratable benefit of the Lender, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest in all of the Grantor’s right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including those listed on Schedule I hereto (the “*Trademark Collateral*”), provided, however, that notwithstanding anything herein to the contrary, the term “*Trademark Collateral*” shall not include the Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Choice of Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

RAND WORLDWIDE, INC.

By: [Signature]
Name: Lawrence Rychlak
Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014 by
, a _____ of _____, on behalf of said

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017

[Signature]
Notary Public
J. GEARY

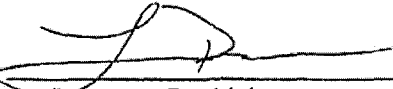
My commission expires: 2/12/2017

{Signatures continue on next page.}

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

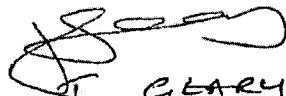
RAND WORLDWIDE FOREIGN HOLDINGS, INC.

By: 
Name: Lawrence Rychlak
Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014 by
, a _____ of _____, on behalf of said


J. GEARY

Notary Public

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017


My commission expires: 2/12/2017

{Signatures continue on next page.}

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTOR:

RAND WORLDWIDE SUBSIDIARY, INC.

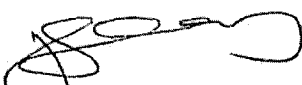
By: 
Name: Lawrence Rychlak
Title: President

My Commission Expires: 2/12/2017

STATE OF MARYLAND)
COUNTY OF BALTIMORE) SS

The foregoing instrument was acknowledged before me this 3 day of 11, 2014 by
, a _____ of _____, on behalf of said

J. GEARY
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
MY COMMISSION EXPIRES FEBRUARY 12, 2017


Notary Public J. Geary

My commission expires: 2/12/2017

{Signatures continue on next page.}

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the undersigned has duly executed this Trademark Security Agreement as of the day and year first above written.

JPMORGAN CHASE BANK, N.A.,
as Lender

By: 
Name: Morgan Higgins
Title: Vice President

Schedule I

TRADEMARKS

<u>Name of Loan Party</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Date</u>
Rand Worldwide, Inc.	Avatech Solutions	75269511	1998-09-22

TRADEMARK APPLICATIONS

NONE.