

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM406029

<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>
The Datamyne Inc.		10/25/2016	Corporation: DELAWARE
Manifest Journals, LLC		10/25/2016	Limited Liability Company: FLORIDA
Zepol Corporation		10/25/2016	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Praesidian Capital Bridge Fund LP, as Agent		
<b>Street Address:</b>	2 Madison Avenue, Suite 107		
<b>City:</b>	Larchmont		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10538		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4726647	DATAMYNE	
<b>Registration Number:</b>	3317717	DATAMYNE	
<b>Registration Number:</b>	3317716	THE DATAMYNE	
<b>Registration Number:</b>	3777180	TRADEVIEW	
<b>Registration Number:</b>	3426238	ZEPOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6142243246		
<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>	6144621093		
<b>Email:</b>	ipdocketcolumbus@icemiller.com		
<b>Correspondent Name:</b>	Ice Miller LLP		
<b>Address Line 1:</b>	250 West Street, Suite 700		
<b>Address Line 4:</b>	Columbus, OHIO 43215-7509		
<b>NAME OF SUBMITTER:</b>	Barbara Bacon		
<b>SIGNATURE:</b>	/Barbara Bacon/		
<b>DATE SIGNED:</b>	11/18/2016		

OP \$140.00 4726647

**Total Attachments: 15**

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The Datamyne Inc.  
703 Waterford Way, Suite 200  
Miami, FL. 33131  
Attn: Brendan R. McCahill

Re: Successor Agent

Dear Mr. McCahill:

Reference is made to that certain Amended and Restated Securities Purchase Agreement dated as of October 25, 2015 (as amended and modified from time to time, the “SPA”) by and among The Datamyne Inc., a Delaware corporation (“Datamyne”), Manifest Journals, LLC, a Florida limited liability company (“Manifest”), Zepol Corporation, a Minnesota corporation, (“Zepol” and together with Datamyne and Manifest, the “Borrowers” and each individually, a “Borrower” and together with each subsidiary of the Borrowers, the (“Guarantors,” and collectively with the Borrowers, the “Credit Parties”), Praesidian Capital Management II, LLC, a Delaware limited liability company, as the agent (the “Agent”) and United Insurance Company of America, an Illinois corporation, as the lender (the “Lender”). Capitalized terms used but not defined herein shall have the meaning set forth in the SPA.


Pursuant to Section 14.03(b) of the SPA, the Agent may resign on thirty (30) days’ written notice to the Lenders, upon which point, the Required Lenders must promptly designate a successor Agent reasonably satisfactory to the Credit Parties. The Agent previously provided the Lenders with written notice of resignation in accordance with Section 14.03(b) of the SPA.

The Required Lenders seek consent from the Credit Parties to designate Praesidian Capital Bridge Fund LP, a Delaware limited partnership, as successor Agent under the terms of Section 14 of the SPA.

Please counter-sign this letter agreement below to indicate your consent and agreement to the terms and conditions set forth herein.

Sincerely,

**PRAESIDIAN CAPITAL MANAGEMENT II,  
LLC, a Delaware limited liability company**

By:   
Name: Jason D. Drattell  
Title: Manager

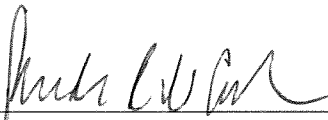
**PRAESIDIAN CAPITAL BRIDGE FUND LP, a  
Delaware limited partnership**

By: Praesidian Bridge GP LLC, a Delaware limited  
liability company  
its General Partner


By:   
Name: Jason D. Drattell  
Title: Managing Partner

ACCEPTED AND AGREED  
THIS \_\_\_\_ DAY OF SEPTEMBER, 2016


**THE DATAMYNE INC.**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**MANIFEST JOURNALS, LLC**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**ZEPOL CORPORATION**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Agreement**") made effective as of this 13th day of October, 2015 ("**Effective Date**"), by THE DATAMYNE INC., a Delaware corporation ("**Datamyne**"), MANIFEST JOURNALS, LLC, a Florida limited liability company ("**Manifest**"), ZEPOL CORPORATION, a Minnesota Corporation ("**Zepol**" and together with Datamyne and Manifest, the "**Borrowers**" and each individually, a "**Borrower**"), and PRAESIDIAN CAPITAL MANAGEMENT II, LLC, a Delaware limited liability company as agent (in such capacity, the "**Agent**").

**W I T N E S S E T H**

WHEREAS, Borrowers, Agent, and the Lenders are parties to that certain Securities Purchase Agreement and Security Agreement, dated as of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "**Purchase Agreement**") providing for the loans to be made to the Borrowers by Lenders in exchange for the Senior Secured Notes;

WHEREAS, each Borrower has granted to the Lenders a security interest in substantially all of the assets of such Borrower including all right, title and interest of such Borrower in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Borrower's trademarks, patents and all products and proceeds thereof, to secure the payment of all amounts owing by such Borrower under the Purchase Agreement and the Transaction Documents; and

WHEREAS, all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Borrower agrees as follows:

1. **Incorporation of Purchase Agreement.** The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lenders shall be in addition to any rights and remedies granted under the Purchase Agreement and the Transaction Documents, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, such Borrower hereby grants to Lenders, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in such Borrower's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks collectively referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing Trademarks, including without limitation, any claim such Borrower has against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) Such Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Lenders, except as otherwise permitted under the Purchase Agreement.

(ii) Such Borrower agrees to disclose to Lenders in the Compliance Certificate required quarterly under the Purchase Agreement, all (a) previously filed trademark applications for which such Borrower received notice of approval, together with the registration numbers for any and all such approved trademarks, and (b) new applications for trademarks filed by such Borrower, in each case since the last Compliance Certificate provided by such Borrower.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by the Required Lenders, such Borrower hereby covenants and agrees that the Required Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Florida and/or the State of Delaware, as applicable, may take such action permitted under the Purchase Agreement and the Transaction Documents, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by the Required Lenders, such Borrower hereby authorizes and empowers the Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Borrower's true and lawful attorney-in-fact, with the power to endorse such Borrower's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including,

without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Such Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Purchase Agreement and the Transaction Documents, and until all of the Obligations are indefeasibly paid and satisfied in full and the Purchase Agreement is terminated.

5. GOVERNING LAW; JURISDICTION; JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED IN ACCORDANCE WITH, AND ENFORCED UNDER, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS OR INSTRUMENTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN SUCH STATE. EACH BORROWER HEREBY IRREVOCABLY AGREES THAT ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TRANSACTIONS CONTEMPLATED HEREBY MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, IN EACH CASE LOCATED IN THE COUNTY OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH BORROWER HEREBY EXPRESSLY SUBMITS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSES THEREOF AND EXPRESSLY WAIVES ANY CLAIM OF IMPROPER VENUE AND ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM. EACH BORROWER HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO ITS ADDRESS SET FORTH IN SECTION 12.02 OF THE PURCHASE AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 10 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY BORROWER IN ANY OTHER JURISDICTION. EACH BORROWER AND EACH OF ITS SUBSIDIARIES HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EACH CREDIT AND EACH OF ITS SUBSIDIARIES (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF AGENT OR ANY LENDER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AGENT OR SUCH LENDER WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT AGENT AND EACH LENDER HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, AND THE OTHER TRANSACTION DOCUMENTS TO WHICH IT IS BORROWER BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise



provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lenders.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Borrowers have duly executed this Agreement effective as of the Effective Date set forth above.

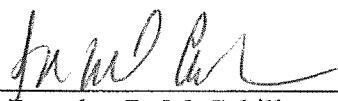
**THE DATAMYNE INC.**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**MANIFEST JOURNALS, LLC**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**ZEPOL CORPORATION**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

Agreed and Accepted:

**PRAESIDIAN CAPITAL  
MANAGEMENT II, LLC, as Agent**

By: \_\_\_\_\_

Name: Jason D. Drattell

Title: Manager

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 005924 FRAME: 0256**

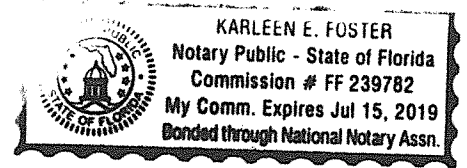
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *FLORIDA* : SS  
COUNTY OF *MIRMI-DADE* :

On this 9 of October, 2015, before me personally appeared Brendan R. McCahill, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of THE DATAMYNE INC., that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



\_\_\_\_\_  
Notary Public  
My Commission Expires:



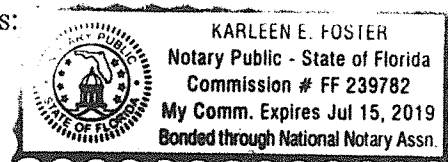
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *FLORIDA* : SS  
COUNTY OF *MIAMI-DONE* :

On this 9 of October, 2015, before me personally appeared Brendan R. McCahill, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of MANIFEST JOURNALS, LLC, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

*Karleen E. Foster*

\_\_\_\_\_  
Notary Public  
My Commission Expires:



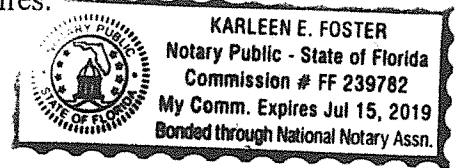
ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF *FLORIDA* : SS  
COUNTY OF *MIAMI-DADE* :

On this 9 of October, 2015, before me personally appeared Brendan R. McCahill, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of ZEPOL CORPORATION, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



\_\_\_\_\_  
Notary Public  
My Commission Expires:



**SCHEDULE I**

**TRADEMARK REGISTRATIONS**

<u>Trademark Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
THE DATAMYNE INC.	DATAMYNE (DESIGN)	4726647	28 APR 2015
THE DATAMYNE INC.	DATAMYNE (CHARACTER)	3317717	23 OCT 2007
THE DATAMYNE INC.	THE DATAMYNE (DESIGN)	3317716	23 OCT 2007
ZEPOL CORPORATION	TRADEVIEW (CHARACTER)	3777180	20 APR 2010
ZEPOL CORPORATION	ZEPOL (CHARACTER)	3426238	13 MAY 2008

**EXHIBIT 1**

**TRADEMARK ASSIGNMENT**

October 13, 2015

WHEREAS, THE DATAMYNE INC., a Delaware corporation, MANIFEST JOURNALS, LLC, a Florida limited liability company, and ZEPOL CORPORATION, a Minnesota corporation (each a "**Borrower**" and collectively, the "**Borrowers**") is the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("**Trademarks**"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, UNITED INSURANCE COMPANY OF AMERICA, an Illinois corporation (the "**Grantee**"), having a place of business at One East Wacker Drive – 9th Floor, Chicago, IL 60601, is desirous of acquiring said Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Borrower, its respective successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated effective as of even date herewith, between the Borrowers and PRAESIDIAN CAPITAL MANAGEMENT II, LLC, a Delaware limited liability company, as agent, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed effective as of the date first set forth above.

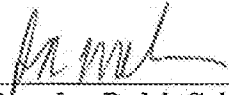
**THE DATAMYNE INC.**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**MANIFEST JOURNALS, LLC**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

**ZEPOL CORPORATION**

By:   
Name: Brendan R. McCahill  
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]