

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TBT Group, Inc.	07/26/2011

RECEIVING PARTY DATA

Name:	E. Todd and Amanda Tracy
Street Address:	400 South White Chapel
City:	Southlake
State/Country:	TEXAS
Postal Code:	76092

Name:	Robert J. & Sandra S. Neborsky Living Trust
Street Address:	317 14th St
City:	Del Mar
State/Country:	CALIFORNIA
Postal Code:	92014

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	12363245
Application Number:	12804111
Application Number:	12804108
Application Number:	61400310
Application Number:	61401241
Application Number:	12805813
Application Number:	12807224

CORRESPONDENCE DATA

Fax Number: (212)685-1897

501606297

**PATENT
 REEL: 026649 FRAME: 0836**

OP \$280.00 12363245

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-685-1838
Email: eweiss@tbtgroup.net
Correspondent Name: TBT Group, Inc.
Address Line 1: 267 5th Avenue Suite 1010
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	CLOSING 11
NAME OF SUBMITTER:	Eric Weiss

Total Attachments: 5
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SECURITY AGREEMENT

SECURITY AGREEMENT is dated as of February 11, 2011, and is by and between TBT Group, Inc., a Delaware corporation (the "Issuer"), and the holders ("Holders") of 10% Senior Secured Convertible Promissory Notes who are collectively the secured parties ("Secured Parties") hereunder.

WHEREAS, the Issuer issued the Notes to a series of investors who are the Secured Parties pursuant to a series of 10% Senior Secured Convertible Promissory Notes (each a "Note" and collectively, the "Notes"), each issued under the terms of a note purchase agreement dated February , 2011 (each an "NPA" and collectively, the "NPAs"); and

WHEREAS, the Issuer has agreed to grant the Secured Parties a joint security interest in all the Collateral (as defined in Section 1 below) to secure performance of the Issuer's payment and other obligations under the Notes;

NOW, THEREFORE, for the good and valuable consideration provided in the promises set forth herein, the parties agree:

1. In order to secure performance of the Issuer's payment and other obligations under the Notes (collectively, the "Obligations"), the Issuer hereby grants to Secured Parties a joint continuing security interest in, a lien upon and a right of set off against the collateral as more fully described in Exhibit A (collectively, the "Collateral").
2. The Issuer covenants that the Collateral pledged hereunder is duly and validly pledged and endorsed to the order of Secured Parties in accordance with applicable law. The Issuer warrants, and will defend at its own expense, the Secured Parties' right, title, special property and security interests in and to the Collateral against the claims and demands of all persons whomsoever.
3. Upon the bankruptcy, dissolution, winding up, liquidation or reorganization of the Issuer, whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of the Issuer, any sum shall be paid or any property shall be distributed upon or with respect to any of the Collateral, such sum or property shall be paid over or distributed to Secured Parties.
4. Secured Parties shall not be bound to take any steps to collect any proceeds of the Collateral or to preserve any of the Issuer's rights against third parties with respect to the Collateral. The Issuer shall not assert any claim against Secured Parties, or any defense or offset against any of the Obligations, by reason of any release, discharge, modification or failure to obtain or perfect the security interest in any Collateral or other security for any of the Obligations. Secured Parties shall not be deemed to have assumed any of the obligations of the Issuer under or with respect to any of the Collateral.
5. At any time, and from time to time upon demand of Secured Parties, the Issuer will give, execute, file and record any notice, financing statement, amendment to any financing statement, instrument, document or agreement which Secured Parties may reasonably consider necessary or desirable to create, preserve, continue, perfect or validate any security interest granted hereunder or to enable Secured Parties to exercise or enforce its rights hereunder with respect to such security interest in the U.S. and anywhere in the world. The Issuer irrevocably constitutes and appoints Secured Parties's Collateral Agent as such term is

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defined in Section 7 of this Security Agreement as the Issuer's attorney to execute on behalf of the Issuer financing statements, amendments to financing statements or other documents under the Uniform Commercial Code, relating to the Collateral, naming the Issuer as debtor and the Secured Parties as the secured party.

6. The Issuer covenants and agrees that it will not sell, convey, transfer, assign or otherwise dispose of any of the Collateral, or create, incur or permit to exist any mortgage, pledge, lien, charge, encumbrance or any security interest whatsoever with respect to any of such Collateral or the proceeds thereof, nor shall it execute any financing statement covering any of the Collateral.

7. In the event the Secured Parties shall reclaim or be entitled to reclaim the Collateral for the Secured Parties joint use, the Secured Parties shall appoint a collateral agent ("Collateral Agent") to (a) undertake any action that could have been taken by the Secured Parties jointly or (b) to enjoy any right that could have been exercised by the Secured Parties jointly in connection with the Collateral. To exercise the powers provided in this Section 7, the Collateral Agent shall provide the Issuer, a written authorization document ("Authorization") appointing the Collateral Agent to exercise the rights and powers specified in (a) and (b), which Authorization shall contain the signatures of the holders of more than 50% of the face amount of the Notes then outstanding, which signatures shall be attested to by a notary public. Once the Authorization has been delivered to Issuer, Issuer shall take all direction from the Collateral Agent and treat the Collateral Agent in all regards as if it was itself the Secured Parties under the Agreement.

8. If Secured Parties shall reclaim the Collateral for their own use, the Issuer shall promptly execute such documents as may be deemed reasonably necessary by Secured Parties to transfer good and clear title to the Collateral to Secured Parties. The Issuer agrees that it will use its best efforts to secure any necessary approvals for such transfer to Secured Parties. The reasonable costs of any such transfer shall be borne by the Issuer.

Alternatively, if Secured Parties exercise their right to sell the Collateral, Secured Parties shall give the Issuer at least ten days' prior notice (which the parties agree is commercially reasonable, all other notice or demand of any kind being hereby expressly waived) of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition of the Collateral is to be made. The Issuer shall cooperate in good faith with any such sale.

9. All such sales shall be at such commercially reasonable price or prices as Secured Parties shall deem best and either for cash or on credit or for future delivery (without assuming any responsibility for credit risk). The proceeds of any such sale or sales, together with any other additional collateral security at time received and held hereunder, shall be received and applied: first, to the payment of all costs and expenses of such sale, including reasonable attorneys' fees; second, to the payment of the Obligations; and, third, any surplus thereafter remaining shall be paid to the Issuer or to whomever may be legally entitled thereto. The parties agree that to the extent that Secured Parties exercise their rights hereunder to take ownership of the Collateral, any surplus Collateral remaining after full satisfaction of the Obligations and payment all costs and expenses of Secured Parties shall be paid to the Issuer or to whomever may be legally entitled thereto.

10. This Agreement shall terminate, in respect to each Secured Party separately, upon the full payment or conversion of such Secured Party's Notes.

11. No course of dealing between the Issuer and Secured Party nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or with respect to the Obligations, shall operate as a waiver thereof; nor shall any single or partial exercise of any

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right, power or privilege hereunder or thereunder preclude any other or further exercise hereof or thereof or the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and are in addition to, and not exclusive of any rights or remedies provided under the Note or provided by law, including, without limitation, the rights and remedies of a secured party under the Uniform Commercial Code.

12. Issuer agrees to take, or cause to be taken, all action and to do or cause to be done, all things necessary, proper or requested by Secured Parties to consummate and make effective, and to afford to the Secured Parties the full benefit of the transactions contemplated herein.

13. All notices hereunder shall be deemed to have been given when delivered in person or mailed postage prepaid by registered or certified mail, addressed to any party at the address and in the manner set forth in the Note.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be amended except by a written instrument signed by the Secured Parties and the Issuer.

15. This Agreement shall be governed by and construed in accordance with the laws of New York, U.S.A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ISSUER:

TBT GROUP, INC.

By: /s/ ERIC M. WEISS
Title: CFO

SECURED PARTY:

By: /s/ Andrew Mitchell
Name:
Title:

SECURED PARTY:

By: /s/ Robert Neboorsky
Name:
Title:

SECURED PARTY:

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SECURED PARTY:

Young & Marcus Family Trust under D/T 4/19/99

By: SI Deborah Young MD 4/25/10
Name: Deborah Young
Title: Co-Trustee

SECURED PARTY:

By: SI Steven N. BROURMAN 5/5/11
Name: Steven N. BROURMAN
Title: BROURMAN

SECURED PARTY:

REVACH FUND, L.P.

By: REVACH GROUP, LLC
~~By: SI Chaim DAVIS 5/5/11~~
Name: Chaim DAVIS
Title: Managing Director

SECURED PARTY:

Equity Trust Company d.b.a. Sterling Trust Custodian
By: SI Leonard Edward Samuels
Name: fbo Leonard Edward Samuels
Title: Leonard Edward Samuels

Secured Party:

Equity Trust Company d.b.a. Sterling Trust Custodian
fbo Lawrence STEWARD

By: SI Lawrence STEWARD

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SECURED PARTY:

By: 15/ E. Todd & Amanda Tracy 7/15/11
Name: E. Todd & Amanda Tracy
Title:

SECURED PARTY:

Robert J. & SANDRA S Nyboisky Living Trust
By: 15/ Robert J. Nyboisky (Trustee
Name: 15/ SANDRA S. NYBOISKY CO TRUSTEE (7/15/11)
Title:

SECURED PARTY:

By: _____
Name: _____
Title:

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