

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Utility Risk Management Corporation, LLC	12/07/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	North Mill Capital LLC
<b>Street Address:</b>	821 Alexander Road, Suite 130
<b>City:</b>	Princeton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08540
<b>PROPERTY NUMBERS Total: 6</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12570779
Application Number:	12640951
Application Number:	61428400
Application Number:	13212684
Application Number:	13212689
Application Number:	61530033
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(609)919-0677
<b>Phone:</b>	609-917-6210
<b>Email:</b>	pliberman@northmillcapital.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Patti S. Liberman c/o North Mill Capital
<b>Address Line 1:</b>	821 Alexander Road, Suite 130
<b>Address Line 4:</b>	Princeton, NEW JERSEY 08540
<b>NAME OF SUBMITTER:</b>	Patti S. Liberman

OP \$240.00 12570779

501751402

**PATENT**  
 REEL: 027363 FRAME: 0956

**Total Attachments: 7**

source=KMBT36220111209175705#page1.tif

source=KMBT36220111209175705#page2.tif

source=KMBT36220111209175705#page3.tif

source=KMBT36220111209175705#page4.tif

source=KMBT36220111209175705#page5.tif

source=KMBT36220111209175705#page6.tif

source=KMBT36220111209175705#page7.tif

**PATENT**

**REEL: 027363 FRAME: 0957**

## PATENT AND TRADEMARK SECURITY AGREEMENT

**WHEREAS, UTILITY RISK MANAGEMENT CORPORATION, LLC**, a Delaware corporation ("**Owner**"), located and doing business at 200 Union Square, New Hope, Pennsylvania 18938, is the owner of the patents (the "**Patents**"), trademarks, trade dress, servicemarks and trade names (the "**Trademarks**"), as are listed in **Exhibit A** and **Exhibit A-1** hereto.

**WHEREAS, NORTH MILL CAPITAL LLC**, a Delaware limited liability company ("**Lender**"), located and doing business at 821 Alexander Road, Suite 130, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Owner, and Owner has executed and delivered to Lender a certain promissory note dated as of even date hereof (as the same may be amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Note**") evidencing the present and future advances of credit by Lender to Owner; and

**WHEREAS**, Owner has executed and delivered to Lender a certain Loan and Security Agreement dated as of even date hereof (as the same may be amended, modified, supplemented, substituted, extended or renewed from time to time, the "**Loan Agreement**") pursuant to which Owner grants to Lender a security interest in substantially all assets of Owner to secure all of Owner's Obligations (as defined in the Loan Agreement) to Lender, and Owner may hereafter execute and deliver to Lender other similar security agreements; and

**WHEREAS**, in order to further secure Owner's present and future Obligations (as defined in the Loan Agreement) to the Lender, Owner wishes to grant to Lender a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted by to the Lender pursuant to the Loan Agreement, Owner hereby conveys to Lender and grants to Lender a security interest in all of Owner's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks.
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Owner which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "**Future Patents**");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;
- (e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;
- (f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;
- (g) all Trademarks, Trademark registrations, Trademark registration applications, formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Owner's and under products under, utilizing, or in connection with the Patents and Future Patents; and
- (h) all goodwill of Owner's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Owner and Lender agree as follows:

1. **Owner's Obligations.** Owner agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Lender shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Lender relating to Collateral, nor shall Lender be required to perform any covenant, duty, or obligation or Owner arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Owner shall have the obligation to maintain, preserve or renew the Patents and Trademarks, and take any action to prohibit the infringements or unauthorized use of same by any third party, in each case if Owner deems such maintenance, preservation, renewal or action to be material to its business. Lender shall have no obligation to maintain, preserve or renew the Patents and Trademarks, nor to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. **Use Prior to Default.** Unless and until an Event of Default under, and as defined in, the Loan Agreement, or under any future note evidencing the Obligations in favor of Lender, shall exist, Owner shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. **Remedies Upon Default.** Whenever any Event of Default, under, and as defined in, the Loan Agreement, or under any future note evidencing the Obligations in favor of Lender, shall exist, Owner's rights pursuant to Section 2 hereof shall terminate and be null and void, and Lender shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Lender in such event may collect directly any payments due to Owner in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Owner in favor of Lender. Owner agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks and Tradenames. In the event Owner fails or refuses to execute and deliver such documents, Owner hereby irrevocably appoints Lender as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Owner's behalf. For the purpose of enabling Lender to exercise rights and remedies upon any such Event of Default, Lender hereby grants to Lender an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Owner) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Owner, and wherever the same may be located.

4. **Cumulative Remedies.** The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. **Amendments and Waivers.** This Agreement may not be modified, supplemented or amended, or any of its provisions waived at the request of Owner, without the prior written consent of Lender.

6. **Reassignment.** At such time as Owner shall completely satisfy all of the Obligations, Lender will, at Owner's request, execute and deliver to Owner all deeds, assignments and other instruments as may be necessary or proper to release Lender's interest and re-vest Owner full and clear title to the Collateral, subject to disposition thereof which may have been made by Lender pursuant hereto.


7. **Severability.** If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

8. **Notices.** All notices, requests and demands to or upon Owner or Lender under this Agreement shall be given in the manner prescribed in the Loan Agreement.

9. **Governing Law.** This Agreement shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable..

IN WITNESS WHEREOF, the parties have entered into this Patent and Trademark Security Agreement on this 9th day December, 2011.

**UTILITY RISK MANAGEMENT  
CORPORATION, LLC**

By:   
Name: Adam Rousselle  
Title: Chief Executive Officer

ATTEST:



Name:  
Title:

**NORTH MILL CAPITAL LLC**

By:   
Name: Beatriz Freire  
Title: Senior Vice President

**Exhibit A**

**TRADEMARKS**

U.S.		
Trademark Name	Serial No.	Filing Date
THERMAL DIRECT	85/281060	30-Mar-2011
THERMALRATE	85/281071	30-Mar-2011

**Exhibit A-1**

**PATENTS**

<b>Pepper Docket #</b>	<b>Title</b>	<b>Country</b>	<b>Application No.</b>	<b>Filing Date</b>
138245.00101	Method and System for Locating a Stem of a Target Tree	US	12/570,779	9/30/2009
138245.00201	Method and System for Estimating Vegetation Growth Relative to an Object of Interest	US	12/640,951	12/17/2009
138245.00300	Hazard Tree Finder	US	61/428,400	12/30/2010
138245.00401	Thermal Powerline Rating and Clearance Analysis Using Thermal Imaging Technology	US	13/212,684	8/18/2011
138245.00501	Thermal Powerline Rating and Clearance Analysis Using Local Thermal Sensor	US	13/212,689	8/18/2011
138245.00600	The Method and Apparatus to Determine Utility Line Clearance and Rating Condition Real-Time	US	61/530,033	9/1/2011

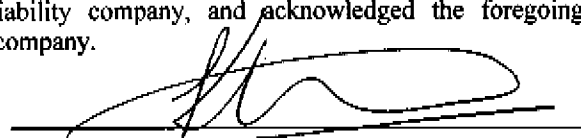
COMMONWEALTH OF PENNSYLVANIA

:  
: SS.

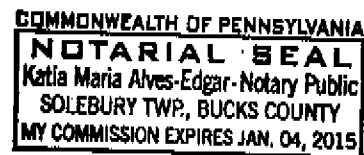
COUNTY OF BUCKS

:

Before me this 05 day of December, 2011, personally appeared the above named **Adam Rousselle**, to me personally known, and acknowledged to me that he is the Chief Executive Officer of **Utility Risk Management Corporation, LLC**, a Delaware limited liability company, and acknowledged the foregoing instrument to be the free act and deed of said limited liability company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 01/04/2015




[Seal]



STATE OF NEW JERSEY :  
 : SS.  
COUNTY OF MERCER :

Before me this \_\_\_ day of December, 2011, personally appeared **Beatriz Freire** the above named officer of **North Mill Capital LLC**, a to me personally known, and acknowledged to me that she is the Senior Vice President of said limited liability company, and acknowledged she was authorized to execute and deliver the foregoing instrument on behalf of said limited liability company.

  
\_\_\_\_\_  
Patti S. Liberman, Esq.  
An Attorney at Law  
State of New Jersey