

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ORISHA HOLDINGS, L.L.C.	10/02/2013
RECEIVING PARTY DATA	
Name:	FANT INVESTMENTS LIMITED
Street Address:	1322 N. POST OAK ROAD
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77055
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12896566
Patent Number:	8509226
Application Number:	13964496
Application Number:	61888856
Application Number:	14087768
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
Phone:	512-853-8800
Email:	gjimenez@intprop.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MEYERTONS HOOD KIVLIN KOWERT & GOETZEL
Address Line 1:	P.O. BOX 398
Address Line 4:	AUSTIN, TEXAS 78767-0398
ATTORNEY DOCKET NUMBER:	6454-00000
NAME OF SUBMITTER:	RORY D. RANKIN

Signature:	/Rory D. Rankin/
Date:	02/27/2014
<p>Total Attachments: 29</p> <p>source=Orisha_Security_Agreement#page1.tif source=Orisha_Security_Agreement#page2.tif source=Orisha_Security_Agreement#page3.tif source=Orisha_Security_Agreement#page4.tif source=Orisha_Security_Agreement#page5.tif source=Orisha_Security_Agreement#page6.tif source=Orisha_Security_Agreement#page7.tif source=Orisha_Security_Agreement#page8.tif source=Orisha_Security_Agreement#page9.tif source=Orisha_Security_Agreement#page10.tif source=Orisha_Security_Agreement#page11.tif source=Orisha_Security_Agreement#page12.tif source=Orisha_Security_Agreement#page13.tif source=Orisha_Security_Agreement#page14.tif source=Orisha_Security_Agreement#page15.tif source=Orisha_Security_Agreement#page16.tif source=Orisha_Security_Agreement#page17.tif source=Orisha_Security_Agreement#page18.tif source=Orisha_Security_Agreement#page19.tif source=Orisha_Security_Agreement#page20.tif source=Orisha_Security_Agreement#page21.tif source=Orisha_Security_Agreement#page22.tif source=Orisha_Security_Agreement#page23.tif source=Orisha_Security_Agreement#page24.tif source=Orisha_Security_Agreement#page25.tif source=Orisha_Security_Agreement#page26.tif source=Orisha_Security_Agreement#page27.tif source=Orisha_Security_Agreement#page28.tif source=Orisha_Security_Agreement#page29.tif</p>	

FOURTH AMENDED AND RESTATED SECURITY AGREEMENT

This Fourth Amended and Restated Security Agreement as amended, extended, renewed, restated, replaced, supplemented or otherwise modified from time to time (the "*Agreement*") is entered into by and between Orisha Holdings, L.L.C. a Texas limited liability company (successor in interest to, and formerly known as, 1 StarView Solutions, L.P.), whose address is 3811 Bee Caves Road, Suite 101, Austin, Travis County, Texas 78746 (the "*Debtor*") and Fant Investments Limited, a Texas limited partnership, whose address is 1322 N. Post Oak Road, Houston, Harris County, Texas 77055 (the "*Secured Party*"), each individually referred to herein as a "*Party*" and collectively referred to herein as the "*Parties*." Debtor, for value received, the receipt and sufficiency of which is hereby acknowledged, hereby grants to Secured Party the security interest hereinafter set forth and agrees with Secured Party as follows:

RECITALS:

WHEREAS, the Parties entered into that certain Loan Agreement dated to be effective January 21, 2009 (the "*Loan Agreement*");

WHEREAS, pursuant to the Loan Agreement, Secured Party loaned an amount not to exceed [REDACTED] (the "*First Loan*") to Debtor for start-up, capital, operating, and general and administrative expenses;

WHEREAS, the First Loan is evidenced by that certain Promissory Note dated as of January 21, 2009 (the "*January 2009 Note*"), made by Debtor and payable to the order of Secured Party;

WHEREAS, the First Loan and January 2009 Note have been amended from time to time and are now replaced by the loan represented by the Promissory Note executed by Debtor dated effective as of January 24, 2012, as amended, supplemented or modified from time to time, and the Promissory Note executed by Debtor dated effective as of May 12, 2012, as amended, supplemented or modified from time to time, (the foregoing Promissory Notes being collectively called, the "*Notes*");

WHEREAS, Debtor's obligations under the January 2009 Note and the Loan Agreement were secured pursuant to the Security Agreement dated effective as of January 21, 2009 (the "*2009 Security Agreement*");

WHEREAS, as part of additional loans made from Secured Party to Debtor, the 2009 Security Agreement was modified and amended from time to time (the 2009 Security Agreement, as amended or modified from time to time, being the "*Security Agreement*");

WHEREAS, in order to clarify the rights and obligations of the Parties under the Loan, the Parties now desire that this Agreement will amend and restate in its entirety the Security Agreement;

NOW, THEREFORE, for and in consideration of the mutual consideration, covenants, promises, terms and conditions herein stated, the Parties agree as follows:

Security Interest

The Debtor hereby grants to the Secured Party a Security Interest (as defined below) in all of the Debtor's assets, including but not limited to the IIS Assets, now owned or hereafter acquired, as collateral for the full and timely (i) performance of the Debtor's obligations under the Fourth Amended and Restated Loan Agreement; (ii) payment of: (a) the Notes; (b) all costs and expenses, including, without limitation, all attorneys' fees and legal expenses, incurred by Secured Party to preserve and maintain the Collateral (as defined below), collect the obligations herein described, and enforce this Agreement; (c) all other indebtedness and obligations of Debtor to Secured Party of any kind or character, whether presently existing or in any manner or means hereafter incurred or arising, and evidenced in any manner whatsoever, whether by notes, advances, letters of credit, overdrafts, bookkeeping entries, guaranty agreements, liens or security agreements, or any other method or means; and (d) all extensions, renewals, and modifications of any of the foregoing and all promissory notes given in extension, renewal or modification of any of the foregoing (collectively, the "*Obligations*"). "*Security Interest*" means a security interest in all assets of the Debtor, including but not limited to the IIS Assets, owned or acquired during any time when any principal and/or accrued interest remain due and unpaid on the Notes or any obligation exists pursuant to the Fourth Amended Loan and Restated Agreement or this Agreement, tangible or intangible, including but not limited to: the IIS Assets, marketable securities, contracts, ownership interest or beneficial interests in other entities or joint ventures, furniture, fixtures, equipment, intellectual property of any kind or nature, general intangibles, tradenames, copyrights, patents, trademarks, software, hardware, licenses, royalties, artistic work, accounts receivable or notes receivable, and accessions, additions and attachments thereto and the proceeds and products thereof, including without limitation, all cash, notes, drafts, acceptances, instruments, and chattel paper or other property, benefits, or rights arising therefrom, and in and to all returned or repossessed goods arising from or relating to any of the same or other proceeds of any sale or other disposition of such (collectively, but not exhaustively, the "*Collateral*"), to secure payment and performance of the Obligations, including, without limitation, Debtor's obligation under the Notes, this Agreement and any related documents and all renewals and extensions of any of the obligations.

The Security Interest granted hereby is to secure the Obligations, including, without limitation, payment of the Notes in the amount set forth therein, [REDACTED], and any and all extensions, renewals, and rearrangements thereof, executed by or on behalf of the Debtor and payable to the order of the Secured Party in the manner as therein provided.

The Debtor's Warranties

1. Financing Statement. Except for that UCC Financing Statement, as amended, continued or assigned, in favor of the Secured Party, no financing statement covering the Collateral is filed in any public office.

2. Ownership. The Debtor owns the Collateral and has the authority to grant this Security Interest. Ownership is free from any setoff, claim, restriction, lien, security interest, or encumbrance except this Security Interest, except for liens for taxes not yet due.

3. Fixtures and Accessions. None of the Collateral is affixed to real estate, is an accession to any goods, is commingled with other goods, or will become a fixture, accession, or part of a product or mass with other goods except as expressly provided in this Agreement.

4. Financial Statements. All information about the Debtor's financial condition provided to the Secured Party is, to the best knowledge of the Debtor, accurate when submitted, whether before or after the date of this Agreement.

The Debtor's Covenants

1. Protection of Collateral. The Debtor will defend the Collateral against all claims and demands adverse to the Secured Party's interest in it and will keep it free from all liens except those for taxes not yet due and any landlords' liens for which the Debtor is not able to secure a waiver, and free from all security interest except this one. Except as may be required in the ordinary course of a company engaged in the business of marketing and making available to end users voice over internet protocol services, next generation network services, wireless solutions and related services, the Collateral will remain in the Debtor's possession or control at all times. The Debtor will maintain any tangible Collateral in good condition and protect it against misuse, abuse, waste, and deterioration except for ordinary wear and tear resulting from its intended use.

2. Insurance. The Debtor will insure the Collateral in accord with reasonable commercial standards regarding coverage amounts and insurance carriers. Policies will be written in favor of the Debtor and the Secured Party will be listed as an additional insured. All policies will provide that the Secured Party will receive at least ten (10) days' notice before cancellation, and the policies or certificates evidencing them will be provided to the Secured Party when issued. The Debtor assumes all risk of loss and damage to the Collateral to the extent of any deficiency in insurance coverage. The Debtor irrevocably appoints the Secured Party as attorney-in-fact to collect any return, unearned premiums, and proceeds of any insurance on the Collateral and to endorse any draft or check deriving from the policies and made payable to the Debtor.

3. The Secured Party's Costs. The Debtor will pay all expenses incurred by the Secured Party in obtaining, preserving, perfecting, defending, and enforcing this Security Interest or the Collateral and in collecting or enforcing the Notes. Expenses for which the Debtor is liable include, but are not limited to, taxes, assessments, reasonable attorneys' fees, and other legal expenses, other than those incurred by the Secured Party for the preparation of the Notes, the Fourth Amended and Restated Loan Agreement and this Agreement. These expenses will bear interest from the dates of payments, and the Debtor will pay the Secured Party this interest on demand at a time and place reasonably specified by the Secured Party. These expenses and interest will be part of the Obligations and will be recoverable as such in all respects.

4. Additional Documents. The Debtor will sign any papers that the Secured Party considers necessary to obtain, maintain, and perfect this Security Interest or to comply with any relevant law.

5. Notice of Changes. The Debtor will immediately notify the Secured Party of any material change in the Collateral; change in the Debtor's name, address, or location; change in any matter warranted or represented in this Agreement; change that may affect this Security Interest; and any event of default. Without limitation of the preceding sentence, the Debtor will notify the Secured Party, in writing, within five (5) calendar days of any event of Default under the IIS Assets or any of the related documents under the transaction with IIS Group, LLC.

6. Use and Removal of Collateral. The Debtor will use the Collateral primarily according to the stated classification unless the Secured Party consents otherwise in writing. Except as may be required in the ordinary course of a company engaged in the business of marketing and making available to end users voice over internet protocol services, next generation network services, wireless solutions and related services, the Debtor will not permit the Collateral to be affixed to any real estate, to become an accession to any goods, to be commingled with other goods, or to become a fixture, accession, or part of a product or mass with other goods.

7. Sale. Except as may be required in the ordinary course of a company engaged in the business of marketing and making available to end users voice over internet protocol services, next generation network services, wireless solutions and related services, the Debtor will not sell, transfer, or encumber any of the Collateral without the prior written consent of the Secured Party.

8. Preservation of IIS Assets. The Debtor will not cancel, reduce, forgive, extinguish or convert any debt owed to the Debtor including, without limitation, the amounts due to the Debtor under the IIS Assets.

9. Assignment of IIS Assets. The Debtor will, concurrently herewith, transfer, assign and convey all of its liens, rights, title, equities and interests in, to and securing the IIS Assets.

Rights and Remedies of the Secured Party

1. Generally. The Secured Party may exercise the following rights and remedies after default:

- a. take control of any proceeds of the Collateral;
- b. release any Collateral in the Secured Party's possession to any debtor, temporarily or otherwise;
- c. take control of any funds generated by the Collateral, such as (without limitation) refunds from proceeds of insurance or payments under the IIS Assets, and reduce any part of the Obligations accordingly or permit the Debtor to use such funds to repair or replace damaged or destroyed Collateral covered by insurance; and
- d. demand, collect, convert, redeem, settle, compromise, receipt for, realize on, and sue for the Collateral either in the Secured Party's or the Debtor's name, as the Secured Party desires.

2. Insurance. If the Debtor fails to maintain insurance as required by this Agreement or otherwise by the Secured Party, then the Secured Party may purchase single-interest insurance coverage that will protect only the Secured Party. If the Secured Party purchases this insurance, its premiums will become part of the Obligations.

Events of Default

Each of the following conditions is an event of default:

1. if a default occurs under the Notes;
2. if the Debtor fails to comply with any other obligation hereunder or under the Fourth Amended and Restated Loan Agreement of even date herewith, and such failure to comply is not cured within forty-five (45) days after the Secured Party provides written notice to the Debtor;
3. if any warranty, covenant, or representation made to the Secured Party by or on behalf of the Debtor proves to have been false in any material respect when made, and materially and adversely affects the Secured Party's interest in the Collateral;
4. if a receiver is appointed for the Debtor or any of the Collateral;
5. if the Collateral is assigned for the benefit of creditors or, to the extent permitted by law, if bankruptcy or insolvency proceedings commence against or by any of these parties: the Debtor and any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party, or other person liable on or for any part of the Obligations;
6. if any financing statement regarding the Collateral but not related to this Security Interest and not favoring the Secured Party is filed; and
7. if any lien, except for purchase money security interests and landlords' liens, attaches to any of the Collateral; and
8. if any event of default occurs under the IIS Assets and such default is not cured under the terms of the IIS Assets.

Remedies of the Secured Party on Default

During the existence of any event of default, the Secured Party may declare the unpaid principal and earned interest on the Notes immediately due in whole or part, enforce the obligations under the Fourth Amended and Restated Loan Agreement, and exercise any rights and remedies granted by Chapter 9 of the Texas Business and Commerce Code or by this Agreement, including, but not limited to, the following:

1. require the Debtor to deliver to the Secured Party all books and records relating to the Collateral;

2. require the Debtor to assemble the Collateral and make it available to the Secured Party at a place reasonably convenient to both parties;
3. take possession of any of the Collateral and for this purpose enter any premises where it is located if this can be done without breach of the peace;
4. sell, lease, or otherwise dispose of any of the Collateral in accord with the rights, remedies, and duties of a secured party under Chapters 2 and 9 of the Texas Business and Commerce Code after giving notice as required by those chapters; unless the Collateral threatens to decline speedily in value, is perishable, or would typically be sold on a recognized market, the Secured Party will give the Debtor reasonable notice of any public sale of the Collateral or of a time after which it may be otherwise disposed of without further notice to the Debtor; in this event, notice will be deemed reasonable if it is mailed, postage prepaid, to the Debtor at the address specified in Paragraph 15 of the General Provisions of this Agreement at least ten (10) days before any public sale or ten (10) days before the time when the Collateral may be otherwise disposed of without further notice to the Debtor;
5. surrender any insurance policies covering the Collateral and receive the unearned premium;
6. apply any proceeds from disposition of the Collateral after default in the manner specified in Chapter 9 of the Texas Business and Commerce Code, including payment of the Secured Party's reasonable attorneys' fees and court expenses;
7. make or enforce the collection of obligations due to Debtor under the IIS Assets; and
8. if disposition of the Collateral leaves the Obligations unsatisfied, collect the deficiency from the Debtor.

General Provisions

1. Parties Bound. The Secured Party's rights under this Agreement shall inure to the benefit of its successors and assigns. Assignment of any part of the obligation and delivery by the Secured Party of any part of the Collateral will fully discharge the Secured Party from responsibility for that part of the Collateral. The Debtor's obligations under this Agreement shall bind the Debtor's successors, and assigns.
2. Waiver. Neither delay in exercise nor partial exercise of any of the Secured Party's remedies or rights shall waive further exercise of those remedies or rights. The Secured Party's failure to exercise remedies or rights does not waive subsequent exercise of those remedies or rights. The Secured Party's waiver of any default does not waive further default. The Secured Party's waiver of any right in this Agreement or of any default is binding only if it is in writing. The Secured Party may remedy any default without waiving it.
3. Reimbursement. If the Debtor fails to perform any of the Debtor's obligations, including without limitation the collection and enforcement of the obligations due to the Debtor

under the IIS Assets, the Secured Party may perform those obligations and be reimbursed by the Debtor on demand at the place where the Notes are payable for any sums so paid, including attorneys' fees and other legal expenses, plus interest on those sums from the dates of payment for matured, unpaid amounts. The sum to be reimbursed shall be secured by this Agreement.

4. Interest Rate. Interest included in the Obligations shall not exceed the Maximum Rate (as defined in the Notes).

5. Modifications. No provisions of this Agreement shall be modified or limited except by written agreement.

6. Severability. The unenforceability of any provision of this Agreement will not affect the enforceability or validity of any other provision.

7. Applicable Law and Venue. This Agreement will be construed according to Texas laws. Venue for the enforcement or construction of this Agreement shall be in Austin, Travis County, Texas.

8. Place of Performance. This Agreement is to be performed in Travis County, Texas.

9. Financing Statement. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral is sufficient as a financing statement.

10. Presumption of Truth and Validity. If the Collateral is sold after default, recitals in the bill of sale or transfer will be prima facie evidence of their truth, and all prerequisites to the sale specified by this Agreement and by Chapter 9 of the Texas Business and Commerce Code will be presumed satisfied.

11. Singular and Plural. When the context requires, singular nouns and pronouns include the plural.

12. Priority of Security Interest. This Security Interest shall neither affect nor be affected by any other security for any of the Obligations. Neither extensions of any of the Obligations nor releases of any of the Collateral will affect the priority or validity of this Security Interest with reference to any third person.

13. Cumulative Remedies. Foreclosure of this Security Interest by suit does not limit the Secured Party's remedies, including the right to sell the Collateral under the terms of this Agreement. All remedies of the Secured Party may be exercised at the same or different times, and no remedy shall be a defense to any other. The Secured Party's rights and remedies include all those granted by law or otherwise, in addition to those specified in this Agreement.

14. Agency. The Debtor's appointment of the Secured Party as the Debtor's agent is coupled with an interest and will survive any disability of the Debtor.

15. Notices. All notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder or thereunder shall be in writing

and shall be deemed to have been given and to be effective when received; including delivery by e-mail or facsimile, with confirmation to follow via first class mail:

If to Debtor: Orisha Holdings, L.L.C.
Attention: David P. Walsh
3811 Bee Caves Road, Suite 101
Austin, Texas 78746
Facsimile: 512-538-0444
Email: dwalsh@shango.com

With a copy to: Kyle L. Dickson
Murray | Lobb
700 Gemini, Suite 220
Houston, Texas 77058
281-488-2039 – Fax
Email: kdickson@murray-lobb.com

If to Secured Party: Fant Investments Limited
Attention: Stephen Swan
1322 N. Post Oak Road
Houston, Texas 77055
Facsimile: 713-316-1473
Email: swan@fantinvestments.com

With a copy to: Sabrina A. McTopy
Jackson Walker L.L.P.
1401 McKinney, Suite 1900
Houston, Texas 77010
Facsimile: 713-752-4221
Email: smctopy@jw.com

or to such other person or persons at such address or addresses as may be designated by written notice to the other parties hereunder.

[SIGNATURES ON NEXT PAGE]


Executed effective as of January 24, 2012.

SECURED PARTY:

Fant Investments Limited
a Texas limited partnership,
by and through its General Partner,
Richard E. Fant LLC,
a Texas limited liability company

DEBTOR:

Orisha Holdings, L.L.C.
a Texas limited liability company
(successor in interest and formerly known as
I Starview Solutions, L.P.)

By: 
Stephen Swan, Manager
Date: October _____, 2013, to be effective as
of January 24, 2012.

By: David P. Walsh
President/Chief Executive Officer
Date: October _____, 2013, to be effective as
of January 24, 2012

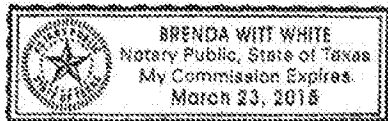
STATE OF TEXAS §
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COUNTY OF TRAVIS §

On this, the _____ day of October, 2013, personally appeared before me David P. Walsh, who stated to me that he is the President/Chief Executive Officer of Orisha Holdings, L.L.C., a Texas limited liability company (successor in interest to, and formerly known as, I StarView Solutions, L.P.), and was fully authorized to execute the foregoing document, and he acknowledged to me that he voluntarily executed the same for the purposes and consideration therein expressed.

Notary Public * State of Texas

STATE OF TEXAS §
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COUNTY OF Harris §

On this, the 2nd day of October, 2013, personally appeared before me Stephen Swan, Manager, of Richard E. Fant, LLC, a Texas limited liability company, which is the sole general partner of Fant Investments Limited, a Texas limited partnership, and was fully authorized to execute the foregoing document, and he acknowledged to me that he voluntarily executed the same for the purposes and consideration therein expressed.




Notary Public * State of Texas

Executed effective as of January 24, 2012.

SECURED PARTY:

Fant Investments Limited
a Texas limited partnership,
by and through its General Partner,
Richard E. Fant LLC,
a Texas limited liability company

DEBTOR:

Orisha Holdings, L.L.C.
a Texas limited liability company
(successor in interest and formerly known as
1 Starview Solutions, L.P.)

By: _____
Stephen Swan, Manager

Date: October _____, 2013, to be effective as
of January 24, 2012

By: _____
David P. Walsh
President/Chief Executive Officer

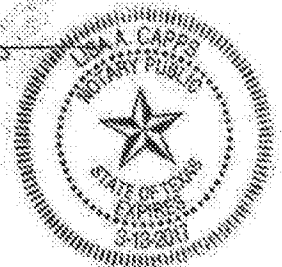
Date: October ~~28~~, 2013, to be effective as
of January 24, 2012

STATE OF TEXAS §

COUNTY OF TRAVIS §

On this, the 28th day of October, 2013, personally appeared before me David P. Walsh, who stated to me that he is the President/Chief Executive Officer of Orisha Holdings, L.L.C., a Texas limited liability company (successor in interest to, and formerly known as, 1 StarView Solutions, L.P.), and was fully authorized to execute the foregoing document, and he acknowledged to me that he voluntarily executed the same for the purposes and consideration therein expressed.

Notary Public * State of Texas



STATE OF TEXAS §

COUNTY OF _____ §

On this, the _____ day of October, 2013, personally appeared before me Stephen Swan, Manager, of Richard E. Fant, LLC, a Texas limited liability company, which is the sole general partner of Fant Investments Limited, a Texas limited partnership, and was fully authorized to execute the foregoing document, and he acknowledged to me that he voluntarily executed the same for the purposes and consideration therein expressed.

Notary Public * State of Texas

**PLEDGE AGREEMENT
(LIMITED LIABILITY COMPANY INTERESTS)**

THIS PLEDGE AGREEMENT (this "*Agreement*") is made and entered into effective as of December 12, 2012, between Orisha Holdings, L.L.C., a Texas limited liability company (the "*Pledgor*"), as the owner of certain limited liability company interests in Aquifer Innovations, LLC, Shango, LLC, and StarView Solutions, LLC (collectively, the "*Companies*"), and Fant Investments Limited, a Texas limited partnership ("*Secured Party*"), acting by and through its general partner, Richard E. Fant LLC, a Texas limited liability company, both of whose address is 1322 N. Post Oak Road, Houston, Harris County, Texas 77055.

RECITALS:

WHEREAS, contemporaneously herewith, Secured Party and the Pledgor are entering into amended and restated loan documents, evidencing not only existing loans from Secured Party to Pledgor but also an additional loan from Secured Party to the Pledgor; and

WHEREAS, in order to clarify matters, Pledgor and Secured Party desire to amend and restate the Pledge Agreement in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for good and valuable consideration, it is hereby agreed as follows:

BACKGROUND

A. Pledgor is the record and beneficial owner of certain limited liability company interests in the Companies (the "*Equity Interest*") identified on Exhibit A to this Agreement.

B. Contemporaneously herewith, the Pledgor has entered into that certain Fourth Amended and Restated Loan Agreement (as amended, supplemented or modified from time to time, the "*Loan Agreement*") dated to be effective January 24, 2012, and Secured Party has conditioned its obligations under the Loan Agreement upon, among other things, the execution and delivery of this Agreement by Pledgor, and Pledgor has agreed to enter into this Agreement.

AGREEMENTS

In order to comply with the terms and conditions of the Loan Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees with Secured Party as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Terms Defined Above. As used in this Agreement, "*Companies*," "*Loan Agreement*," "*Pledgor*," and "*Secured Party*" shall have the respective meanings indicated above. Other capitalized terms which are defined in the Loan Agreement but which are not defined herein shall have the same meanings as set forth in the Loan Agreement.

Section 1.2 Certain Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires:

"Agreement" means this Fourth Amended and Restated Pledge Agreement (Limited Liability Company Interests), as the same may from time to time be amended or supplemented.

"Code" means the Uniform Commercial Code (the **"UCC"**) as presently in effect in the State of Texas. Except as otherwise defined or indicated by the context herein, all terms which are defined in the Code shall have their respective meanings as used in Articles 8 and 9 of the UCC.

"Collateral" means (i) the Pledged Interests, (ii) the certificates or instruments, if any, representing the Pledged Interests, (iii) all dividends and distributions (cash, stock or otherwise), cash, instruments, rights to subscribe, purchase or sell and other rights and property, in each case from time to time received, receivable or otherwise distributed or distributable in respect of or in exchange for any or all of the Pledged Interests, (iv) all replacements, additions to and substitutions for any of the foregoing, including without limitation, claims against third parties, (v) without affecting the obligations of Pledgor under any provision in this Agreement prohibiting such action, in the event of any consolidation or merger in which the Companies are not the surviving entities, all of the outstanding equity interests of the successor entity formed by or resulting from such consolidation or merger, (vi) the proceeds, interest, profits and other income of or on any of the property described or referred to in this definition, (vii) all books and records relating to any of the foregoing, and (viii) all other property (including additional securities) of the types described in any of (i)-(vii) above at any time pledged, assigned or granted by Pledgor to Secured Party as additional security for the Secured Obligations.

"Event of Default" means any event specified in **Section 6.1** hereof.

"Maximum Rate" shall have the meaning set forth in the Notes.

"Obligor" means any person or entity other than Pledgor liable (whether directly or indirectly, or primarily or secondarily) for the payment or performance of any of the Secured Obligations whether as maker, co-maker, indorser, guarantor, accommodation party or otherwise. In the event that Pledgor is not the party receiving funds pursuant to loan advances or other extensions of loan which comprise all or part of the Secured Obligations, **"Obligor"** as used in this Agreement includes, without limitation, the party receiving such funds.

"Pledged Interests" means all of the securities and other property, the Equity Interests (whether or not the same constitutes a "security" under the Code and whether or not such interest is certificated or uncertificated) and all additional securities (as that term is defined in the Code) held by Pledgor, if any, constituting Collateral under this Agreement.

"Promissory Notes" or **"Notes"** means collectively the Promissory Note executed by Pledgor in the amount of [REDACTED], dated effective as of January 24, 2012, as amended, supplemented or modified from time to time, and the Promissory Note executed by Pledgor in the amount of [REDACTED], dated effective as of May 12, 2012, as amended, supplemented or modified from time to time.

"Secured Obligations" means all the Obligations and other obligations of the Company, Pledgor or any other Obligor to Secured Party now or hereafter existing, whether under or in connection with the Loan Agreement and any other loan documents or otherwise evidenced in any other manner, whether by notes, advances, letters of credit, overdrafts, bookkeeping entries, guaranty agreements, liens or security agreements, or any other method or means, as well as all obligations of the Pledgor under this Agreement. The Secured Obligations shall also include all interest, charges, expenses, attorneys' or other fees and any other sums payable to or incurred by Secured Party in connection with the execution, administration or enforcement of Secured Party's rights and remedies hereunder, or under any other agreement with Pledgor, the Companies or under any other loan document.

"Security Agreement" means, the Fourth Amended and Restated Security Agreement entered into by and between the Secured Party and the Pledgor dated to be effective as of January 24, 2012, granting the Secured Party a security interest in all of the Pledgor's assets.

ARTICLE II PLEDGE OF COLLATERAL

Section 2.1 **Pledge.** Pledgor hereby pledges, assigns and grants to Secured Party a security interest in and general lien upon the Collateral to secure the Secured Obligations and the performance by such Pledgor of all the terms and agreements of such Pledgor pursuant to this Agreement.

Section 2.2 **Pledged Interests.** Pledgor hereby pledges to Secured Party all of such Pledgor's rights, titles and interests in and to its Pledged Interests in the Companies, whether now owned or hereafter acquired, including, without limitation, the Equity Interests more particularly described in and evidenced by the securities described on **Exhibit A** to this Agreement.

Section 2.3 **Transfer of Collateral.** All certificates or instruments representing or evidencing any of the Pledged Interests shall be delivered to and held pursuant hereto by Secured Party. The certificates or instruments representing or evidencing any of the Pledged Interests shall be in suitable form for transfer by delivery, or Secured Party shall have been provided with (i) evidence that entries have been made on the books of the issuer to effect the pledge of the Pledged Interests, whether certificated or uncertificated, to Secured Party, as provided in, and in accordance with, applicable provisions of the Code, or (ii) evidence (with respect to uncertificated securities) that the issuer has agreed to comply with instructions originated by Secured Party without further consent by Pledgor, all in form and substance satisfactory to Secured Party such that Secured Party shall have "control" thereof (as defined in Section 8-106 of the Code). In addition, Secured Party shall have the right at any time to exchange certificates or instruments representing or evidencing Pledged Interests for certificates or instruments of smaller or larger denominations.

ARTICLE III
PLEDGOR'S REPRESENTATIONS AND WARRANTIES

In order to induce Secured Party to accept this Agreement, Pledgor represents and warrants to Secured Party (which representations and warranties will survive the execution and delivery of this Agreement) as to itself that:

Section 3.1 Ownership of Collateral, Encumbrances; Valid and Binding Agreement. Pledgor is the legal and beneficial owner of the Collateral free and clear of any adverse claim, lien, security interest, option or other charge or encumbrance except for the security interest created by this Agreement and the encumbrances as set forth in the Companies' formation documents and has rights in or the right, power and authority to pledge, assign, and grant a security interest in the Collateral to Secured Party. No dispute, right of set-off, counterclaim or defense exists with respect to any part of the Collateral. Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Secured Party. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding obligation of Pledgor enforceable against Pledgor in accordance with its terms. The execution, delivery and performance of this Agreement will not violate the terms of any contract, agreement, law, regulation, order, injunction, judgment, decree or writ to which Pledgor is subject and does not require the consent or approval of any other party.

Section 3.2 No Other Interests. As of the date of this Agreement, the Pledged Interests described on Exhibit A represent all of Pledgor's ownership interest in the Companies. Pledgor does not own any rights that are convertible into or exchangeable into Equity Interests of any series, class, type or designation of the Companies.

Section 3.3 No Required Consent. No authorization, consent, approval or other action by, and no notice to or filing with any governmental authority, regulatory body or any third party is required for (i) the due execution, delivery and performance by Pledgor of this Agreement, (ii) the grant by Pledgor of the security interest granted by this Agreement, or (iii) the perfection of such security interest or the exercise by Secured Party of its rights and remedies under this Agreement.

Section 3.4 Pledged Interests Duly Authorized. The Pledged Interests have been duly authorized and validly issued, and are fully paid and non-assessable.

Section 3.5 First Priority Security Interest. The pledge of the Pledged Interests pursuant to this Agreement creates and will at all times constitute a valid and perfected first priority security interest in the Collateral, enforceable against Pledgor and all third parties and securing payment of the Secured Obligations.

Section 3.6 Financial Condition. Any information supplied or statement made by Pledgor to Secured Party in connection with the Secured Obligations or the Collateral (either prior or subsequent to the execution of this Agreement) is or (in the case of subsequently furnished information) shall be true, correct, complete, valid and genuine in all material respects.

Section 3.7 Name; Location; Etc. The exact legal name and location of Pledgor is set forth on the signature pages to this Agreement. This Agreement constitutes the valid and binding obligation of Pledgor, enforceable against Pledgor in accordance with its terms.

ARTICLE IV COVENANTS AND AGREEMENTS

Pledgor will at all times comply with the covenants and agreements contained in this **Article IV**, from the date hereof and for so long as any part of the Secured Obligations are outstanding.

Section 4.1 Sale, Disposition or Encumbrance of Collateral. Pledgor will not in any way encumber any of the Collateral (or permit or suffer any of the Collateral to be encumbered) (other than pursuant to this Agreement and the formation documents of the Companies) or sell, assign, lend or otherwise dispose of or transfer any of the Collateral to or in favor of any person or entity other than Secured Party. Pledgor acknowledges that Secured Party has agreed not to exercise its power to have the Pledged Interests sold without further action by Pledgor unless and until an Event of Default shall have occurred hereunder and is continuing and Secured Party shall have given prior notice, if any, as required in the Loan Agreement.

Section 4.2 Dividends or Distributions. Except as otherwise provided under the Loan Agreement, any and all:

(a) instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for (including, without limitation, any certificate or share purchased or exchanged in connection with a tender offer or merger agreement), any Collateral;

(b) distributions paid or payable in cash in respect of any Collateral in connection with a partial or total liquidation or dissolution; and

(c) cash paid, payable or otherwise distributed in respect of principal of, or in redemption of, or in exchange for, any Collateral;

shall be promptly delivered to Secured Party to hold as Collateral and shall, if received by Pledgor, be received in trust for the benefit of Secured Party, be segregated from the other property or funds of Pledgor, and be forthwith delivered to Secured Party as Collateral in the same form as so received (with any necessary endorsement).

Section 4.3 Payment of Taxes, Liens, Etc. on Collateral. Pledgor will pay prior to delinquency all taxes, charges, liens and assessments against its Collateral.

Section 4.4 Records Concerning Collateral, Financial Condition. Pledgor shall keep accurate and complete records of the Collateral (including proceeds, payments, distributions, income and profits). Secured Party may at any time have access to, examine, audit, make extracts from and inspect without hindrance or delay Pledgor's records and files as they relate to the Collateral.

Section 4.5 Performance of Secured Obligations. Pledgor will promptly and properly perform all of its material obligations under any other agreement or contract of any kind to which Pledgor is a party, whether now or hereafter existing, as security for or in connection with the payment of the Secured Obligations.

Section 4.6 Reimbursement of Expenses. Pledgor will pay to Secured Party any advances, charges, costs and expenses (including, without limitation, all costs and expenses of holding, preparing for sale and selling or otherwise realizing upon Collateral in the event of any default by Pledgor and all attorneys' fees, legal expenses and court costs) incurred by Secured Party in connection with the exercise of Secured Party's rights and remedies hereunder. **PLEDGOR AGREES TO FOREVER INDEMNIFY AND HOLD SECURED PARTY HARMLESS FROM AND AGAINST AND COVENANTS TO DEFEND SECURED PARTY AGAINST, ANY AND ALL LOSSES, DAMAGES, CLAIMS, COSTS, PENALTIES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES INCURRED BECAUSE OF, INCIDENT TO, OR WITH RESPECT TO THE COLLATERAL OR ANY POSSESSION OR MANAGEMENT THEREOF UNLESS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SECURED PARTY. ALL AMOUNTS FOR WHICH PLEDGOR IS LIABLE PURSUANT TO THIS SECTION 4.6 SHALL BE DUE AND PAYABLE BY PLEDGOR TO SECURED PARTY UPON DEMAND. IF PLEDGOR FAILS TO MAKE SUCH PAYMENT UPON DEMAND, SECURED PARTY MAY PAY SUCH AMOUNT AND THE SAME SHALL BE DUE AND PAYABLE BY PLEDGOR TO SECURED PARTY, TOGETHER WITH INTEREST ACCRUING THEREON AT THE MAXIMUM RATE.**

Section 4.7 Further Assurances. Upon the reasonable request of Secured Party, Pledgor shall (at Pledgor's expense) execute and deliver all such assignments, certificates, instruments, securities, financing statements, notifications to financial intermediaries, clearing corporations, issuers of securities or other third parties or other documents and give further assurances and do all other acts and things as Secured Party may reasonably request to perfect Secured Party's interest in the Collateral or to protect, enforce, or otherwise effect Secured Party's rights and remedies hereunder.

Section 4.8 Transfer Powers. Pledgor shall furnish to Secured Party such transfer powers and other appropriate instruments, with signatures appropriately guaranteed, as may be required by Secured Party to assure the transferability of the Collateral when and as often as may be reasonably requested by Secured Party.

Section 4.9 Voting and Other Consensual Rights. Except to the extent otherwise provided in **Section 6.5**, Pledgor shall be entitled to exercise any and all voting and other consensual rights pertaining to its Collateral or any part thereof for any purpose not inconsistent with the terms of this Agreement.

Section 4.10 Sale of Collateral. If Secured Party shall determine to exercise its rights to sell all or any of the Collateral pursuant to its rights hereunder, Pledgor agrees that, upon request of Secured Party, Pledgor will, at its own expense use its reasonable efforts to do or cause to be done all such other acts and things as may be necessary to make such sale of the Collateral or

any part thereof valid and binding and in compliance with applicable law provided, however, the foregoing shall not include the registration of all or any portion of the Collateral under the Securities Act of 1933, as amended, or any state securities laws.

ARTICLE V RIGHTS, DUTIES AND POWERS OF SECURED PARTY

The following rights, duties and powers of Secured Party are applicable irrespective of whether an Event of Default shall have occurred and be continuing:

Section 5.1 Non-judicial Enforcement. To the extent permitted by applicable law, Secured Party may enforce its rights hereunder without prior judicial process or judicial hearing, and, to the extent permitted by law, Pledgor expressly waives any and all legal rights which might otherwise require Secured Party to enforce its rights by judicial process.

Section 5.2 Discharge of Encumbrances. Secured Party may, at its option, discharge any taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral. Pledgor agrees to reimburse Secured Party immediately and without demand for any payment so made on its behalf, together with interest thereon at the Maximum Rate.

Section 5.3 Appointment as Attorney-in-Fact. Pledgor hereby appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, from time to time in Secured Party's discretion, but at Pledgor's cost and expense and without notice to Pledgor, to take any action and to execute any assignment, certificate, financing statement, stock power, notification, document or instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to Pledgor representing any dividend, interest payment or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

Section 5.4 Cumulative Rights. The rights, powers and remedies of Secured Party hereunder shall be in addition to all rights, powers and remedies given by law or in equity. The exercise by Secured Party of any one or more of the rights, powers and remedies herein shall not be construed as a waiver of any other rights, powers and remedies. Regardless of whether or not the Uniform Commercial Code is in effect in the jurisdiction where such rights, powers and remedies are asserted, Secured Party shall have the rights, powers and remedies of a Secured Party under the Code. If any of the Secured Obligations are given in renewal, extension for any period or rearrangement, or applied toward the payment of debt secured by any lien, Secured Party shall be, and is hereby, subrogated to all the rights, titles, interests and liens securing the debt so renewed, extended, rearranged or paid.

Section 5.5 Disclaimer of Certain Duties.

(a) The powers conferred upon Secured Party by this Agreement are to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Pledgor hereby agrees that Secured Party shall not be liable for, nor shall the indebtedness evidenced by the Secured Obligations be diminished by, Secured Party's failure to collect upon, foreclose, sell, take possession of or otherwise

obtain value for the Collateral, or any part thereof, or for any delay in so doing, and Secured Party shall not be under any obligation to take any action in connection therewith.

(b) Secured Party shall be under no duty whatsoever to make or give any presentment, notice of dishonor, protest, demand for performance, notice of non-performance or other notice or demand in connection with any Collateral or the Secured Obligations, or to take any steps necessary to preserve any rights against any Obligor or other person or entity. Pledgor waives any right of marshaling in respect of any and all Collateral, and waive any right to require Secured Party to proceed against any Obligor or other person or entity, exhaust any Collateral or enforce any other remedy which Secured Party now has or may hereafter have against any other person or entity.

Section 5.6 Modification of Secured Obligations; Other Security; Etc. Pledgor (a) waives (i) any and all notice of acceptance, creation, modification, rearrangement, renewal or extension for any period of any instrument executed by the Companies or any other party in connection with the Secured Obligations and (ii) any defense of such other party by reason of disability, cessation of the liability of such other party or for any other reason and (b) authorizes Secured Party, without notice or demand and without any reservation of rights against Pledgor and without affecting Pledgor's liability hereunder or on the Secured Obligations, from time to time to (i) take and hold other property, other than the Collateral, as security for the Secured Obligations, and exchange, enforce, waive and release any or all of the Collateral, (ii) apply the Collateral in the manner permitted by this Agreement and (iii) renew, extend for any period, accelerate, amend, change the amount or modify, supplement, enforce, compromise, settle, waive or release the Secured Obligations of any Obligor or any instrument or agreement of such other party with respect to any or all of the Secured Obligations or Collateral.

Section 5.7 Waiver of Notice, Demand, Presentment, Etc. Pledgor hereby waives any demand, notice or default, notice of acceleration of the maturity of the Secured Obligations, notice of intention to accelerate the maturity of the Secured Obligations, presentment, protest and notice of dishonor as to any action taken by Secured Party in connection with this Agreement, the Notes, the Security Agreement or any other security document.

Section 5.8 Custody and Preservation of the Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood and agreed that Secured Party shall not have responsibility for (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (ii) taking any necessary steps to preserve rights against parties with respect to any Collateral.

Section 5.9 Compliance with Other Laws. Secured Party may comply with the requirements of any applicable state or federal law in connection with the disposition of all or any part of the Collateral, and compliance with such laws will not be considered to adversely affect the commercial reasonableness of any sale of all or any part of the Collateral.

Section 5.10 Disclaimer of Warranties. Secured Party may sell the Collateral without giving any warranties as to the Collateral. The disclaimer of any such warranties will not be considered to adversely affect the commercial reasonableness of any sale of all or any part of the Collateral.

Section 5.11 Sales on Loan. If Secured Party sells all or any part of the Collateral upon credit, Pledgor will be credited only with payments actually made by the purchaser, received by Secured Party and applied against the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Pledgor shall be credited with the proceeds of such sale.

ARTICLE VI EVENTS OF DEFAULT

Section 6.1 Events of Default. Any of the following events shall be considered an Event of Default under this Agreement:

(a) The occurrence and continuation of an event of default under the Notes, the Loan Agreement, the Security Agreement and/or any other security document; or

(b) Pledgor or any Obligor default in its performance of any covenants or agreements contained in this Agreement and such default continues unremedied after the expiration of fifteen (15) days after receipt of notice from Secured Party of such default.

Section 6.2 Remedies. Upon the occurrence and during the continuance of any Event of Default, Secured Party may, after any prior notice by Secured Party required under the Security Agreement, if any prior notice is required with respect to such Event of Default, take any or all of the following actions without notice (except where expressly required below) or demand:

(a) Declare all or part of the Secured Obligations immediately due and payable and enforce payment of the same by any Obligor; provided, however, that any partial payments by any Obligor of the Secured Obligations shall not be deemed to be a payment in full of such amount, or an accord and satisfaction of such amount, or a waiver by Secured Party of any of its rights or remedies hereunder.

(b) Exercise any rights or remedies under this Agreement or the Code or as may otherwise be available to Secured Party under any applicable law or in equity.

(c) Sell, in one or more sales and in one or more parcels, or otherwise dispose of any or all of the Collateral in any commercially reasonable manner as Secured Party may elect, in a public or private transaction, at any location as deemed reasonable by Secured Party either for cash or credit or for future delivery at such price as Secured Party may deem fair, and (unless prohibited by the Uniform Commercial Code, as adopted in any applicable jurisdiction) Secured Party may be the purchaser of any or all Collateral so sold and may apply upon the purchase price therefor any Secured Obligations secured hereby. Any such sale or transfer by Secured Party either to itself or to any other person shall be absolutely free from any claim or right by Pledgor, including

any equity or right of redemption, stay or appraisal which Pledgor has or may have under any rule of law, regulation or statute now existing or hereafter adopted. Upon any such sale or transfer, Secured Party shall have the right to deliver, assign and transfer to the purchaser or transferee thereof the Collateral so sold or transferred. In the event Secured Party deems it advisable to do so, it may restrict the bidders or purchasers of any such sale or transfer to persons who will represent and agree that they are purchasing the Collateral for their own account and not with a view toward distribution or resale of any of the Collateral. Secured Party may, at its discretion, provide for a public sale provided that such public sale complies with all applicable securities laws, and any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix in the notice of such sale. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale by announcement at any time and place fixed for such sale, and such sale may be made at any time or place to which the same may be so adjourned. In the event any sale or transfer hereunder is not completed or is defective in the opinion of Secured Party, such sale or transfer shall not exhaust the rights of Secured Party hereunder, and Secured Party shall have the right to cause one or more subsequent sales or transfers to be made hereunder. If only part of the Collateral is sold or transferred such that the Secured Obligations remain outstanding (in whole or in part) Secured Party's rights and remedies hereunder shall not be exhausted, waived or modified, and Secured Party is specifically empowered to make one or more successive sales or transfers until all the Collateral shall be sold or transferred and all the Secured Obligations are paid. In the event that Secured Party elects not to sell the Collateral, it retains its rights to dispose of or utilize the Collateral or any part or parts thereof in any manner authorized or permitted by law or in equity, and to apply the proceeds of the same towards payment of the Secured Obligations. Each and every method of disposition of the Collateral described in this **Section 6.2(c)** shall constitute disposition in a commercially reasonable manner. Pledgor recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, Secured Party may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges that any such private sales may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that Secured Party shall have no obligation to engage in public sales and no obligation to delay the sale of any Collateral for the period of time necessary to permit the respective issuer thereof to register it for public sale.

(d) Apply proceeds of the disposition of Collateral to the Secured Obligations in any manner elected by Secured Party and permitted by the Code or otherwise permitted by law or in equity. Such application may include, without limitation, the reasonable attorneys' fees and legal expenses incurred by Secured Party.

(e) Appoint any party as agent to perform any act or acts necessary or incident to any sale or transfer by Secured Party of the Collateral.

(f) Make a written record as to the nonpayment of the Secured Obligations, the occurrence of any Event of Default, acceleration of the Secured Obligations, or as to notice of the time, place and terms of any sale or transfer permitted hereunder having been duly given, or as to any other act or thing having been duly done by Secured Party in any notification, request, assignment or other instrument executed by Secured Party in connection with any foreclosure upon the Collateral, and such written record of facts by Secured Party shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(g) Apply and set-off, in each case pursuant to the loan documents, (i) any deposits of Pledgor held by Secured Party, (ii) all claims of Pledgor against Secured Party, now or hereafter existing (iii) any other property, rights or interests of Pledgor which come into the possession or custody or under the control of Secured Party and (iv) the proceeds of any of the foregoing as if the same were included in the Collateral. Secured Party agrees to notify Pledgor promptly after any such set-off or application; provided, however, the failure of Secured Party to give any such notice shall not affect the validity of such set-off or application. The rights of Secured Party under this **Section 6.2(g)** are in addition to any other rights and remedies, including, without limitation, any other rights of set-off.

Section 6.3 Private Sale. Secured Party shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to **Section 6.2** hereof conducted in a commercially reasonable manner and pursuant to applicable federal and state securities laws. Pledgor hereby waives any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree, provided that such sale is conducted in a commercially reasonable manner and pursuant to applicable federal and state securities laws.

Section 6.4 Reasonable Notice. If any applicable provision of any law requires Secured Party to give reasonable notice of any sale or disposition or other action, Pledgor hereby agrees that ten (10) days prior written notice shall constitute reasonable notice thereof. Such notice, in the case of public sale, shall state the time and place fixed for such sale, and in the case of private sale, the time after which such sale is to be made.

Section 6.5 Further Restrictions and Remedies in an Event of Default. Upon the occurrence and during the continuation of an Event of Default and following the giving of prior written notice by Secured Party as required under the Security Agreement, if any such prior notice is required with respect to such Event of Default:

(a) All rights of Pledgor to receive distributions (except tax distributions) which they would otherwise be authorized to receive and retain pursuant to **Section 4.2** shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to receive and hold as Collateral such distributions, but Secured Party shall have no duty to receive and hold such distributions and shall not be responsible for any failure to do so or delay in so doing.

(b) All distributions which are received by Pledgor contrary to the provisions of this **Section 6.5** shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Pledgor and shall be forthwith paid over to Secured Party as Collateral in the same form as so received (with any necessary endorsement).

(c) Secured Party may exercise any and all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to any of the Pledged Interests as if it were the absolute owner thereof, including without limitation, the right to exchange at its discretion, any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other readjustment of any issuer of such Pledged Interests or upon the exercise by any such issuer or Secured Party of any right, privilege or option pertaining to any of the Pledged Interests, and in connection therewith, to deposit and deliver any and all of the Pledged Interests with any committee, depository, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it, but Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

(d) If the issuer of any Pledged Interests is the subject of bankruptcy, insolvency, receivership, custodianship or other proceedings under the supervision of any court or governmental agency or instrumentality, then all rights of Pledgor to exercise the voting and other consensual rights which Pledgor would otherwise be entitled to exercise pursuant to **Section 4.9** with respect to the Pledged Interests issued by such issuer shall cease, and all such rights shall thereupon become vested in Secured Party who shall thereupon have the sole right to exercise such voting and other consensual rights, but Secured Party shall have no duty to exercise any such voting or other consensual rights and shall not be responsible for any failure to do so or delay in so doing unless caused by Secured Party's gross negligence or willful misconduct.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Waivers; Amendments. Time shall be of the essence for the performance of any act under this Agreement or the Secured Obligations, but Secured Party's acceptance of partial or delinquent payments or any forbearance, failure or delay by Secured Party in exercising any right, power of remedy hereunder shall not be deemed a waiver of any obligation of Pledgor or any obligor, or of any right, power or remedy of Secured Party; and no partial exercise of any right, power or remedy shall preclude any other or further exercise thereof. Secured Party may remedy any default hereunder or in connection with the Secured Obligations without waiving the default so remedied, or waive any default hereunder or in connection with the Secured Obligations without waiving any other default including, without limitation, other occurrences of the same default, nor shall such action by Secured Party waive any prior or subsequent default. Pledgor hereby agrees that if Secured Party agrees to a waiver of any provision hereunder, or an exchange of or release of the Collateral, or the addition to or release of any Obligor or other person or entity, any such action shall not constitute a waiver of any of

Secured Party's other rights or of Pledgor's obligations hereunder. This Agreement may be amended only by an instrument in writing executed by Pledgor and Secured Party.

Section 7.2 Use of Copy. A photocopy or other reproduction of this Agreement may be delivered by Pledgor or Secured Party to any financial intermediary or other third person for the purpose of transferring or perfecting any or all of the Pledged Interests to Secured Party or its designee or assignee.

Section 7.3 Possession of Collateral. Secured Party shall be deemed to have possession of any Collateral in transit to it or set apart for it or any of its agents, affiliates or correspondents.

Section 7.4 Redelivery of Collateral. If any sale or transfer of Collateral by Secured Party results in full satisfaction of the Secured Obligations, and after such sale or transfer and discharge there remains a surplus of proceeds, Secured Party will deliver to Pledgor such excess proceeds in a commercially reasonable time; provided, however, that Secured Party shall not be liable for any interest, cost or expense in connection with any delay in delivering such proceeds to Pledgor.

Section 7.5 Liability or Deficiency. Neither the acceptance of this Agreement by Secured Party nor any action taken pursuant hereto shall be construed as relieving any party liable for the Secured Obligations from any liability or deficiency thereon. The execution and delivery of this Agreement shall not in any manner affect any other security for the Secured Obligations, nor shall any security taken hereafter as security for the Secured Obligations impair or affect this Agreement.

Section 7.6 Interest. It is the intention of the parties hereto to comply strictly to usury laws applicable to Secured Party. Interest on the Secured Obligations and any other indebtedness owed to Secured Party is expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of any note or otherwise, shall the interest taken, reserved, contracted for, charged or received by Secured Party exceed the Maximum Rate.

Section 7.7 GOVERNING LAW AND VENUE. THIS AGREEMENT AND THE SECURITY INTEREST GRANTED BY AND UNDER THIS AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS (EXCEPT TO THE EXTENT THAT THE LAWS OF ANY OTHER JURISDICTION GOVERN THE PERFECTION AND PRIORITY OF THE SECURITY INTERESTS GRANTED HEREBY) WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. VENUE FOR THE ENFORCEMENT OF THIS AGREEMENT SHALL BE IN AUSTIN, TRAVIS COUNTY, TEXAS.

Section 7.8 Severability. If any provision of this Agreement is rendered or declared invalid, illegal or unenforceable by reason of any existing or subsequently enacted legislation or by a judicial decision which shall have become final, Pledgor and Secured Party shall promptly meet and negotiate substitute provisions for those rendered invalid, illegal or unenforceable, but all of the remaining provisions shall remain in full force and effect.

Section 7.9 Subrogation. The Secured Obligations shall conclusively be presumed to have been entered into in reliance upon this Agreement. All dealings between Pledgor and Secured Party, whether or not resulting in the creation of the Secured Obligations, shall be conclusively presumed to have been had or consummated in reliance upon this Agreement. Until the Secured Obligations shall have been paid in full, Pledgor shall have no right to subrogation or to enforce any remedy or participate in any Collateral or security whatsoever now or hereafter held by Secured Party.

Section 7.10 Continuing Security Agreement.

(a) This Agreement shall constitute a continuing security agreement, and all representations and warranties, covenants and agreements shall, as applicable, apply to all future as well as existing transactions. Provisions of this Agreement, unless by their terms exclusive, shall be in addition to other agreements between the parties.

(b) Except as may be applicable pursuant to Section 9.620 of the Code, no action taken or omission to act by Secured Party hereunder, including, without limitation, any action taken or inaction pursuant to **Section 6.2**, shall be deemed to be in full satisfaction of the Secured Obligations, and the Secured Obligations shall remain in full force and effect, until Secured Party shall have applied payments (including, without limitation, collections from Collateral) towards the Secured Obligations in the full amount then outstanding or until such subsequent time as is hereinafter provided in this **Section 7.10**. To the extent that any payments on the Secured Obligations or proceeds of the Collateral are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver or other party under any bankruptcy law, common law or equity, then to such extent, the Secured Obligations so satisfied shall be revived and continue as if such payment or proceeds had not been received by Secured Party, and Secured Party's security interests, rights, powers and remedies hereunder shall continue in full force and effect.

(c) In the event that the Secured Obligations are structured such that there are times when no indebtedness is owing thereunder, this Agreement shall remain valid and in full force and effect as to all subsequent indebtedness included in the Secured Obligations, provided Secured Party has not in the interim period executed a written release or termination statement or returned possession or reassigned the Collateral to Pledgor.

Section 7.11 Termination. The grant of a security interest hereunder and all of Secured Party's rights, powers and remedies in connection therewith shall remain in full force and effect until Secured Party has (i) retransferred and delivered all Collateral in its possession to Pledgor, and (ii) executed a written release or termination statement and reassigned to Pledgor without recourse any remaining Collateral and all rights conveyed hereby. Upon the complete payment of the Secured Obligations and the compliance by Pledgor with all covenants and agreements hereof, Secured Party, at the written request and expense of Pledgor, will release, reassign and transfer the Collateral to Pledgor and declare this instrument to be of no further force or effect.

Section 7.12 Further Assurances. If and to the extent that Secured Party determines that any further actions, notices or agreements are or hereafter become necessary under applicable law to create, vest, perfect or continue the security interests and other rights of Secured Party described in this Agreement, Pledgor agrees to promptly take such action(s) and to execute and deliver such notice(s) or agreement(s) to Secured Party.

Section 7.13 Singular and Plural. Where appropriate, the use of any singular number or noun in this Agreement shall be construed to include the plural, and vice versa. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

Section 7.14 Article or Section Titles. Any article or section title contained in this Agreement is for convenience only, and is without substantive meaning and is not a part of this Agreement.

Section 7.15 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Each counterpart shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument. This Agreement shall become effective upon the execution hereof by Pledgor and delivery of the same to Secured Party, and it shall not be necessary for Secured Party to execute any acceptance hereof or otherwise signify or express its acceptance hereof.

Section 7.16 WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, THE UNDERSIGNED HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT WHICH IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY OF THE PROMISSORY NOTES, THIS AGREEMENT, THE SECURITY AGREEMENT OR THE OTHER SECURITY DOCUMENTS, OR ANY TRANSACTION CONTEMPLATED THEREBY, BEFORE OR AFTER MATURITY.

Section 7.17 Notices. Any record, notice, demand or document which either party is required or may desire to give hereunder shall be in writing and, except to the extent provided in the other provisions of this Agreement, and shall be deemed received upon actual receipt, if given by personal delivery, messenger, telecopy or other electronic transmission, or United States registered or certified mail, postage prepaid, return receipt requested, addressed to such party at its address and telecopy number shown below, or at such other address as either party shall have furnished to the other by notice given in accordance with this provision:

If to Secured Party: Fant Investments Limited
Attention: Stephen Swan
1322 N. Post Oak Road
Houston, Texas 77055
Facsimile: 713-316-1473
Email: swan@fantinvestments.com

With a copy to: Sabrina A. McTopy
Jackson Walker L.L.P.
1401 McKinney, Suite 1900
Houston, Texas 77010
Facsimile: 713-752-4221
Email: smctopy@jw.com

If to the Companies: c/o David P. Walsh
3811 Bee Caves Road, Suite 101
Austin, Texas 78746
Facsimile: 512-538-0444
Email: dwalsh@shango.com

With a copy to: Kyle L. Dickson
Murray | Lobb
700 Gemini, Suite 220
Houston, Texas 77058
281-488-2039 Facsimile
Email: kdickson@murray-lobb.com

If to Pledgor: c/o David P. Walsh
705 Beardsley Lane
Austin, Texas 78746-4925
Facsimile: 512-538-0444
Email: dwalsh@shango.com

With a copy to: Kyle L. Dickson
Murray | Lobb
700 Gemini, Suite 220
Houston, Texas 77058
281-488-2039 Facsimile
Email: kdickson@murray-lobb.com

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of October _____, 2013, to be effective as of the date first set forth above.

PLEDGOR:

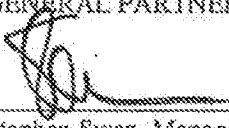
ORISHA HOLDINGS, L.L.C.

By: _____
David P. Walsh
President/Chief Executive Officer

SECURED PARTY:

FANT INVESTMENTS LIMITED

BY: RICHARD E. FANT LLC,
ITS GENERAL PARTNER

By:  _____
Stephen Swan, Manager

IN WITNESS WHEREOF, the undersigned have executed this instrument as of October _____, 2013, to be effective as of the date first set forth above.

PLEDGOR:

ORISHA HOLDINGS, L.L.C.

By: 

David P. Walsh
President/Chief Executive Officer

SECURED PARTY:

FANT INVESTMENTS LIMITED

BY: RICHARD E. FANT LLC,
ITS GENERAL PARTNER

By: _____

Stephen Swan, Manager

Exhibit A
Pledged Interests

COMPANY	PERCENTAGE OF COMPANIES INTEREST HELD BY PLEDGOR
Aquifer Innovations, LLC	100%
Shango, LLC	100%
StarView Solutions, LLC	100%