502985462 09/22/2014

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3032061

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
ONVEYING PARTY	DATA		
		Name	Execution Date
FIRST ORION CORP	. D/B/A PRIV	ACYSTAR	08/29/2014
Name:		AGE CAPITAL COMMUNITY DEVELOPMEN	NT FUND, LLC
Street Address:		ONDELET PLAZA	
nternal Address:	SUITE 1		
City:	ST. LOU		
State/Country:	MISSOU	RI	
Postal Code:	63105		
	DC Totaly 2		
Property Typ		Number	
Patent Number:		577009	
Patent Number:	8	577005	
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PATENT AND TRADEMARK SECURITY AGREEMENT

This **PATENT AND TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of August 29, 2014, by **FIRST ORION CORP. D/B/A PRIVACYSTAR, A DELAWARE CORPORATION** (the "*Grantor*"), in favor of **ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND, LLC**, an Arkansas limited liability company (herein, together its successors and assigns in such capacity, the "*Lender*").

RECITALS

A. The Lender has agreed to make a loan (the "*Loan*") to Grantor, as further set forth in that certain Term Loan Agreement dated of even date herewith and executed by the Grantor and Lender, as the same may be amended, extended, modified, restated, renewed, replaced, consolidated, refinanced, and/or supplemented from time to time (the "*Loan Agreement*"), and as evidenced by that certain Term Promissory Note dated of even date herewith and executed by the Grantor and payable to the order of the Lender in the principal amount of \$2,000,000.00, as the same may be amended, extended, modified, restated, renewed, replaced, consolidated, refinanced, and/or supplemented from time to time (the "*Note*").

B. Pursuant to the Loan Agreement, and to induce the Lender to make the Loan, the Grantor is required to execute and deliver to the Lender this Agreement in order to grant to the Lender a security interest in all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined below).

C. It is a condition to the obligations of the Lender to make the Loan under the Loan Agreement that the Grantor execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Lender as follows:

1. <u>Grant of Security Interest</u>. For value received, the Grantor hereby grants the Lender a security interest in and lien on all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "*Collateral*"):

(a) all patents, pending patents, patent rights and patent applications and the inventions and improvements which Grantor owns or otherwise has any interest in, including, without limitation, each patent and patent application listed on <u>Schedules A</u> and <u>B</u>, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents, pending patents, patent rights and patent applications and the inventions and improvements together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "*Patents*");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on <u>Schedules C</u> and <u>D</u>, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "*Trademarks*");

(c) any goodwill connected with and symbolized by the Trademarks; and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

The Collateral secures the due and prompt payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to the Lender, of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in Bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses, including but not limited to the payment and performance of loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to the Lender pursuant to the Loan Agreement and the Note, and all of the Grantor's obligations hereunder (hereinafter all of the foregoing collectively referred to as the "Secured Obligations").

2. <u>Representations, Warranties and Covenants of the Grantor</u>. The Grantor hereby represents and warrants to the Lender, and covenants and agrees with the Lender, that:

(a) all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability;

(b) to the best of the Grantor's knowledge, each of the Patents and Trademarks is and shall remain valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents, (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks, and (iv) if any such claim is at any time commenced, Grantor shall notify Lender in writing thereof and diligently and in good faith contest such claim by all appropriate proceedings, and Lender may at its election participate in the defense of such claim;

(d) the Grantor is and at all times shall remain the sole owner of the right, title and interest in and to each of the Patents and Trademarks (unless a smaller ownership percentage is otherwise indicated on <u>Schedules A</u>, <u>B</u>, <u>C</u> or <u>D</u>), free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Grantor not to sue third persons (other than liens in favor of the Lender), and Grantor shall warrant and defend its title to all Collateral from the claims of any adverse party;

(e) the Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms, and the terms hereof do not and shall not violate any agreement to which the Grantor is a party;

(f) the Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Grantor has the right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents or Trademarks during the term of this Agreement; and

(h) the Grantor has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Further Assurances. The Grantor hereby agrees that, until all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, it will not, without the prior written consent of the Lender, enter into any agreement (for example, and without limitation, a license or sublicense agreement) which is inconsistent with the Grantor's obligations under this Agreement and the Grantor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement. The Grantor further agrees that at any time and from time to time, at the expense of the Grantor, the Grantor will promptly execute and deliver to the Lender any and all further instruments and documents and take any and all further action that the Lender may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable the Lender to exercise its rights and remedies under this Agreement with respect to the same.

4. <u>Additional Patents and/or Trademarks</u>. If the Grantor (a) becomes aware of any existing Patents and/or Trademarks of which the Grantor has not previously informed the Lender, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Grantor shall give the Lender prompt written notice thereof.

5. <u>Modification by the Lender</u>. The Grantor authorizes the Lender to modify this Agreement by amending <u>Schedules A, B, C</u> and/or <u>D</u> to include any future patents and patent applications and/or any future trademarks, service marks, trademark or service mark registrations, trade names and/or trademark or service applications, covered by Paragraphs 1 and 4 hereof, without the signature of the Grantor if permitted by applicable law.

6. <u>Use of Patents and Trademarks</u>. So long as no Event of Default under the Loan Agreement has occurred and is continuing, the Grantor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Grantor, for the Grantor's own benefit and account and for none other.

7. Default. The Grantor shall, at the Lender's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) any Event of Default (as defined in any of the documents, instruments or agreements constituting, evidencing or securing any of the Secured Obligations); (b) any default under any of the documents, instruments or agreements constituting, evidencing or securing any of the Secured Obligations that does not have a defined set of "Events of Default" and the lapse of any notice or cure period provided in such documents, instruments or agreements with respect to such default; (c) the failure by the Grantor to perform any of its obligations under this Agreement; (d) falsity, inaccuracy or material breach by the Grantor of any written warranty, representation or statement made herein or otherwise furnished to the Lender by or on behalf of the Grantor; (e) the entry of any judgment against the Grantor or any lien against or the making of any levy, seizure or attachment of or on the Collateral; (f) the failure of the Lender to have a perfected first priority security interest in the Collateral; or (g) any indication or evidence received by the Lender that the Grantor may have directly or indirectly been engaged in any type of activity which, in the Lender's discretion, might result in the forfeiture of any property of the Grantor to any governmental entity, federal, state or local.

8. **<u>Remedies</u>**. If any Event of Default under the Loan Agreement shall have occurred, the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code of any applicable jurisdiction and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantor, all of which are hereby expressly waived by the Grantor, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents and/or Trademarks (together with the goodwill of the Grantor associated therewith) and other Collateral, or any interest which the Grantor may have therein, and after deducting from the proceeds of sale or other disposition of such Collateral all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations in such order and manner as the Lender may elect. Notice of any sale or other disposition of any Collateral shall be given to the Grantor at least ten (10) business days before the time of any intended public or private sale or other disposition of such Patents and/or Trademarks is to be made, which the Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender or any holder of any of the Secured Obligations may, to the

extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Grantor, which right is hereby waived and released by the Grantor to the maximum extent permitted by applicable law, and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price of the Collateral or any part thereof payable at such sale. The Grantor agrees that upon the occurrence and continuance of any Event of Default under the Loan Agreement, the use by the Lender of the Patents and Trademarks shall be worldwide, and without any liability for royalties or other related charges from the Lender to the Grantor. If an Event of Default under the Loan Agreement shall occur and be continuing, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself) to enforce any and all of the Patents and/or Trademarks, and, if the Lender shall commence any such suit, the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this Agreement. All of the Lender's rights and remedies with respect to the Collateral, whether established hereby or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. <u>Termination of Agreement</u>. At such time all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash, the Lender shall, upon the written request and sole expense of the Grantor, terminate this Agreement execute and deliver to the Grantor all instruments as may be necessary or proper to extinguish the Lender's security interest in the Collateral, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Grantor on demand by the Lender and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the Default Rate (as defined in the Note).

11. <u>Preservation of Patents and Trademarks</u>. Without limitation of any other provision herein, the Grantor shall have the duty to (a) file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (b) make application on unpatented but patentable inventions and on trademarks and service marks and (c) preserve and maintain all rights in the Patents and Trademarks, in each case as is commercially reasonable. Any expenses incurred in connection with the Grantor's obligations under this Section 11 shall be borne by the Grantor.

12. <u>The Lender Appointed Attorney-In-Fact</u>. The Grantor hereby appoints the Lender the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time, in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents and/or Trademarks, or to grant or issue any exclusive or non-exclusive license under the Patents and/or Trademarks to anyone else, or necessary

for the Lender to assign, pledge, convey or otherwise transfer title to or dispose of the Patents and/or Trademarks to anyone else. Such appointment, being coupled with an interest, shall be irrevocable. The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof.

13. <u>No Waiver</u>. No course of dealing between the Grantor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. <u>Notices</u>. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be given in accordance with the Loan Agreement.

15. <u>Severability</u>. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. <u>Amendments</u>. This Agreement is subject to amendment or modification only by a writing signed by the Grantor and the Lender, except as provided in Paragraph 5 above.

17. <u>Successors and Assigns</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Grantor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of the Lender shall be null and void.

18. <u>Signature Page</u>. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed signature page. Grantor, if executing this Agreement by facsimile or other electronic transmission, shall promptly deliver a manually executed signature page, provided that any failure to do so shall not affect the validity of the signature page executed by facsimile or electronic transmission.

19. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Missouri, without reference to conflicts of law principles.

20. <u>Security Interest Absolute</u>. Grantor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. All rights of the Lender and liens and security interests hereunder, and all Secured Obligations of the Grantor hereunder, shall be absolute and unconditional irrespective of:

(a) any illegality or lack of validity or enforceability of any Secured Obligation or any related agreement or instrument;

(b) any change in the time, place or manner of payment of, or in any other term of, the Secured Obligations, or any rescission, waiver, amendment or other modification of the Loan Agreement, this Agreement or any other agreement, including any increase in the Secured Obligations resulting from any extension of additional credit or otherwise; (c) any taking, exchange, substitution, release, impairment or non-perfection of any Collateral or any other collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for all or any of the Secured Obligations;

(d) any manner of sale, disposition or application of proceeds of any Collateral or any other collateral or other assets to all or part of the Secured Obligations;

(e) any default, failure or delay, willful or otherwise, in the performance of the Secured Obligations;

(f) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Grantor against the Lender; or

(g) any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loan or any existence of or reliance on any representation by the Lender that might vary the risk of the Grantor or otherwise operate as a defense available to, or a legal or equitable discharge of, the Grantor or any other grantor, guarantor or surety.

21. Forum Selection and Consent to Jurisdiction. Any legal action or proceeding with respect to this Agreement may be brought in the Courts of the County of St. Louis, State of Missouri, and by execution and delivery of this Agreement, Grantor consents, for itself and in respect of its property, to the jurisdiction of those Courts. Grantor irrevocably waives any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any document related hereto. Nothing in this Section 21 shall affect the right of Lender to serve legal process in any other manner permitted by law or limit the right of Lender to bring any action or proceeding against Grantor or its property in the Courts of any other jurisdiction.

Waiver of Jury Trial. GRANTOR WAIVES ITS RESPECTIVE RIGHTS TO A 22. TRIAL BY JURY OR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY ACTION. PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. GRANTOR AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE GRANTOR FURTHER AGREES THAT ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

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The Grantor acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

IN WITNESS WHEREOF, the Grantor has executed and delivered this Agreement as of the date first written above, with the intent to be legally bound hereby.

"GRANTOR"

FIRST ORION CORP. D/B/A PRIVACYSTAR, a Delaware corporation

By: Addam D.

Name: Jefferson D. Stalnaker Title: Chief Operating Officer

Patent and Trademark Security Agreement Signature Page

SCHEDULE A

United States Patents

Owner	Patent Title	Registration No.	Registration Date
First Orion Corp.	Automatic complaint registration for violations of telephonic communication regulations	8,577,009	November 5, 2013
First Orion Corp.	Automatic reporting of unwanted or unlawful telephonic communication	8,577,005	November 5, 2013
First Orion Corp.	Automatic complaint registration for violations of telephonic communication regulations	8,311,204	November 13, 2012

Patent and Trademark Security Agreement Schedule A

SCHEDULE B

United States Patent Applications

Owner	Patent Application Title	Application No.	Application Date
	N/A		

Patent and Trademark Security Agreement Schedule B

Technologies Waiting To-Be-Filed As Patent Applications

Owner	Title	Description	

SCHEDULE C

United States Trademarks

<u>Owner</u>	<u>Trademark Title</u>	<u>Application</u> <u>No./Registration</u> <u>No.</u>	Application Date/ Registration Date
First Orion Corp.	PRIVACY STAR	77-830,719/	September 21,
DBA First Orion		3,960,391	2009/May 17, 2011
First Orion Corp.	P and Design	85-461,301/	November 1,
DBA First Orion		4,167,330	2011/July 3, 2012

Patent and Trademark Security Agreement Schedule C

SCHEDULE D

United States Trademark Applications

Owner	Trademark Application Title	Application No.	Application Date
	N/A		

PATENT

REEL: 033787 FRAME: 0226