

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COAXIS, INC.		01/31/2013	CORPORATION: DELAWARE
Associated Computer Systems, Inc.		01/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3082628	COAXIS
Registration Number:	3089934	COAXIS
Registration Number:	2736784	VIEWPOINT
Registration Number:	3441871	VIEWPOINT V6 SOFTWARE
Registration Number:	3907573	VIEWPOINT CONSTRUCTION SOFTWARE
Registration Number:	4145067	VIEWPOINT V6 FAST TRACK
Registration Number:	4186037	VIEWPOINT CONNECTS
Registration Number:	3532797	CONSTRUCTION IMAGING
Registration Number:	3645581	CONSTRUCTION IMAGING
Registration Number:	4270138	FIELD WORK CENTER
Registration Number:	2997016	POCKET ROUTEPAD
Serial Number:	85640279	CONSTRUCTION IMAGING
Serial Number:	85680914	VIEWPOINT MOBILE FIELD MANAGER

OP \$340.00 3082628

CORRESPONDENCE DATA

Fax Number: 8004947512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1100 G St NW, Suite 420

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F143340
NAME OF SUBMITTER:	Matthew R. Pierce
Signature:	/Matthew R. Pierce/
Date:	02/01/2013
Total Attachments: 5 source=USPTO filing submission - Trademarks - COAXIS INC et al#page3.tif source=USPTO filing submission - Trademarks - COAXIS INC et al#page4.tif source=USPTO filing submission - Trademarks - COAXIS INC et al#page5.tif source=USPTO filing submission - Trademarks - COAXIS INC et al#page6.tif source=USPTO filing submission - Trademarks - COAXIS INC et al#page7.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), dated as of January 31, 2013, is entered into by and between **COAXIS, INC.**, a Delaware corporation (the "*Grantor*") and **SILICON VALLEY BANK** (the "*Assignee*"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of January 31, 2013, among the Assignee, Grantor, and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), and pursuant to that certain Credit Agreement, dated as of January 31, 2013, among Grantor, Assignee, the Lenders party thereto, **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as syndication agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "*Credit Agreement*").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks (as defined below) set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of Grantor's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the Guarantee and Collateral Agreement or the amendment provisions of the Credit Agreement. In connection with the foregoing, Grantor authorizes the Assignee, upon consent of Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Grantor or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Recordation.

Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Bank.

4. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5. Counterparts

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns.

This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

COAXIS, INC.

ASSOCIATED COMPUTER SYSTEMS, INC.

By: Benjamin Ertischek
Name: Benjamin Ertischek
Title: Chief Financial Officer

By: Benjamin Ertischek
Name: Benjamin Ertischek
Title: President and Secretary

Address of Grantor:
1515 SE Water Street, Suite 300
Portland, Oregon 97214-3349
Attention: _____
Facsimile No.: _____
E-mail: _____

Address of Grantor:
635 W. Lumsden Road
Brandon, Florida 33511
Attention: _____
Facsimile No.: _____
E-mail: _____

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 004954 FRAME: 0365

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: Michael Willard
Name: Michael Willard
Title: Relationship Manager

Address of Assignee:
Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn: Michael Willard
Email: mwillard2@svb.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
COAXIS	78/621,089	May 2, 2005	3,082,628	April 18, 2006
COAXIS (Stylized)	78/621,094	May02, 2005	3,089,934	May 9, 2006
VIEWPOINT	77/159,988	April 18, 2007	2,736,784	July 15, 2003
VIEWPOINT V6 SOFTWARE & Design	77/159,988	April 18, 2007	3,441,871	June 3, 2008
VIEWPOINT CONSTRUCTION SOFTWARE	85/053,827	June 3, 2010	3,907,573	January 18, 2011
VIEWPOINT V6 FAST TRACK	85/249,785	February 23, 2011	4,145,067	May 22, 2012
VIEWPOINT CONNECTS	85/495,118	December 14, 2011	4,186,037	August 7, 2012
CONSTRUCTION IMAGING (Supplemental Register)	77/385,587	January 31, 2008	3,532,797	November 11, 2008
CONSTRUCTION IMAGING & Design	77/385,552	January 31, 2008	3,645,581	June 30, 2009
FIELD WORK CENTER (Supplemental Register)	85/680,911	July 18, 2012	4,270,138	January 1, 2013
POCKET ROUTEPAD	78/304,031	September 23, 2003	2,997,016	September 20, 2005
CONSTRUCTION IMAGING & Design	85/640,279	May 31, 2012	N/A	N/A
VIEWPOINT MOBILE FIELD MANAGER	85/680,914	July 18, 2012	N/A	N/A