

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drytek, LLC		03/29/2013	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	TD Bank, N.A.		
Street Address:	2307 West Kennedy Boulevard		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33609		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4210502	DRYTEK	
Registration Number:	3994856	DRYTEK	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mrichter@slk-law.com		
Correspondent Name:	Mindi M. Richter/Shumaker, Loop & Kendri		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
Signature:	/Mindi M. Richter/		
Date:	05/14/2013		

OP \$65.00 4210502

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 29th day of March, 2013, by **DRYTEK, LLC**, a Florida limited liability company having an address of 10050 16th Street North, St. Petersburg, Florida 33716 ("Pledgor") and delivered to **TD BANK, N.A.** having an address of 2307 West Kennedy Boulevard, Tampa, Florida 33609 ("Lender").

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith among, *inter alios*, (i) RAJE Technology Group, LLC, a Florida limited liability company and the owner of 100% of the equity interest in Pledgor, and Inscape Commercial Properties, LLC, a Florida limited liability company and an affiliate of Pledgor, as borrowers, (collectively, the "Borrowers"), (ii) Pledgor, as one of the guarantors named therein, and (iii) Lender, as lender (as the same may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), under which the Borrowers and Pledgor (and each of the other guarantors under the Loan Agreement) are granting Lender a lien on and security interest in certain of their respective assets including Pledgor's assets associated with or relating to services or products sold under Pledgor's trademarks and the goodwill associated therewith, and under which Lender is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Pledgor has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Pledgor associated therewith and represented thereby, as security for all of the Borrowers' Obligations (as defined in the Loan Agreement), and Lender desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Borrowers' Obligations, Pledgor grants to Lender a lien on and security interest in all of Pledgor's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Borrowers' Obligations are indefeasibly paid and satisfied in full.

3. Pledgor represents, warrants and covenants to Lender that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Pledgor and Lender hereunder) and covenants by Pledgor not to sue third persons;

(d) Pledgor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Pledgor has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Pledgor or its Property;

(f) Pledgor has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Pledgor has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Lender and its employees and agents the right (with no obligation of any kind upon Lender to do so) to visit Pledgor's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Pledgor's compliance with this paragraph 3(g).

4. Pledgor further covenants that:

(a) Until all the Borrowers' Obligations are indefeasibly paid and satisfied in full, Pledgor will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Pledgor's obligations under this Agreement, Pledgor's obligations under the Loan Agreement or which restrict or impair Lender's rights hereunder.

(b) If Pledgor acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Pledgor shall give Lender prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Pledgor has not received notice from Lender that an Event of Default has occurred under the Loan Agreement and that Lender has not elected to exercise its rights hereunder: (i) Pledgor shall continue to have the exclusive right to use the Trademarks; and (ii) Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Pledgor agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Lender without the prior written consent of Lender.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Pledgor hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect from time to time, in the State of Florida, may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, while an Event of Default exists, Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Pledgor hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all the Borrowers' Obligations are indefeasibly paid and satisfied in full.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted to Lender under the Loan Documents. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.

10. Upon Borrowers' performance of all of the obligations under the Loan Documents and after all Borrowers' Obligations are indefeasibly paid and satisfied in full, Lender shall, at Pledgor's expense, execute and deliver to Pledgor all documents reasonably necessary to terminate Lender's security interest in the Trademarks.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by 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, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related

to the Trademarks, in each case in accordance with the terms of this Agreement, shall be borne and paid by Pledgor on demand by Lender and until so paid shall be added to the principal amount of the Borrowers' Obligations to Lender and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Pledgor shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Borrowers' Obligations are indefeasibly paid and satisfied in full, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Lender, Pledgor shall make federal application on registerable but unregistered Trademarks belonging to Pledgor and licensed to Pledgor. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Pledgor. Pledgor shall not abandon any Trademarks without the prior written consent of Lender.

13. Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Lender may, if Pledgor reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Lender in the fulfillment of the provisions of this paragraph.

14. Upon the occurrence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Pledgor hereunder, in Pledgor's name or in Lender's name, but at the expense of Pledgor.

15. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements between Pledgor and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

16. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF FLORIDA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. Pledgor hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of Florida or the United States District Court for the Middle District of Florida in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Pledgor waives any objection which Pledgor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Pledgor irrevocably agrees to service of

process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

20. PLEDGOR (AND LENDER BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

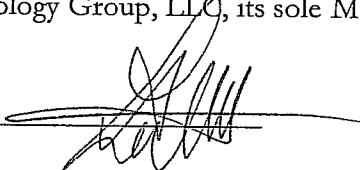
[SIGNATURES TO FOLLOW ON SEPARATE PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Pledgor:
DRYTEK, LLC

By: Logix Technology Holdings, LLC, its sole Member

By: RAJE Technology Group, LLC, its sole Member

By: _____ 

Name: Abdul Lateef

Title: Manager and Chief Executive Officer
(Corporate Seal)

Address: 10050 16th Street North
St. Petersburg, Florida 33716

Approved and Accepted:

TD BANK, N.A.

By: _____

Name: Kyle Keith

Title: Senior Lender

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

Pledgor:
DRYTEK, LLC

By: Logix Technology Holdings, LLC, its sole Member

By: RAJE Technology Group, LLC, its sole Member

By: _____

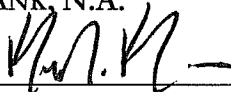
Name: Abdul Lateef

Title: Manager and Chief Executive Officer
(Corporate Seal)

Address: 10050 16th Street North
St. Petersburg, Florida 33716

Approved and Accepted:

TD BANK, N.A.

By:  _____

Name: Kyle Keith

Title: Senior Lender

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF FLORIDA : SS
COUNTY OF HILLSBOROUGH :

On this 28th day of March, 2013, before me personally appeared Abdul Lateef, to me known and being duly sworn, deposes and says that he she is the Manager and Chief Executive Officer of RAJE Technology Group, LLC, the sole member of Logix Technology Holdings, LLC, the sole member of Drytek, LLC, the corporation described in the foregoing Agreement; that he she knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he she signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him her by law; that the within Agreement is the voluntary act of such corporation; and he she desires the same to be recorded as such.



Suzanne J. Walker

Notary Public
My Commission Expires:

Schedule A to Trademark Security Agreement

Trademarks	Owner	Registration or Application No.	Country	Filing Date
DRYTEK (goods)	Drytek, LLC	4210502	US	4/20/2010
DRYTEK (services)	Drytek, LLC	3994856	US	4/20/2010

TRADEMARK

REEL: 005027 FRAME: 0121

RECORDED: 05/14/2013