

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
Xtralis Technologies Ltd.	FORMERLY VFS Technologies Limited	02/27/2006	CORPORATION: BAHAMAS

RECEIVING PARTY DATA

Name:	National Australia Bank Limited
Street Address:	Level 25, 225 George St.
City:	Sydney, NSW
State/Country:	AUSTRALIA
Postal Code:	2000
Entity Type:	TRUSTEE: AUSTRALIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3924200	ADPRO
Registration Number:	4289227	XTRALIS
Registration Number:	4289228	XTRALIS
Registration Number:	3857188	ASIM
Registration Number:	4266062	ICAM
Serial Number:	86046012	OSID
Registration Number:	4301619	THE SOONER YOU KNOW

CORRESPONDENCE DATA

Fax Number: 2125363901  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: 2125363900  
 Email: nytrademarks@kigates.com  
 Correspondent Name: Andrew L. Reibman  
 Address Line 1: 599 Lexington Avenue

CH \$190.00 3924200

Address Line 4: New York, NEW YORK 10022-6030

ATTORNEY DOCKET NUMBER:

0812150.00007

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Alexis Crawford Douglas

Signature:

/acd/

Date:

12/06/2013

Total Attachments: 22

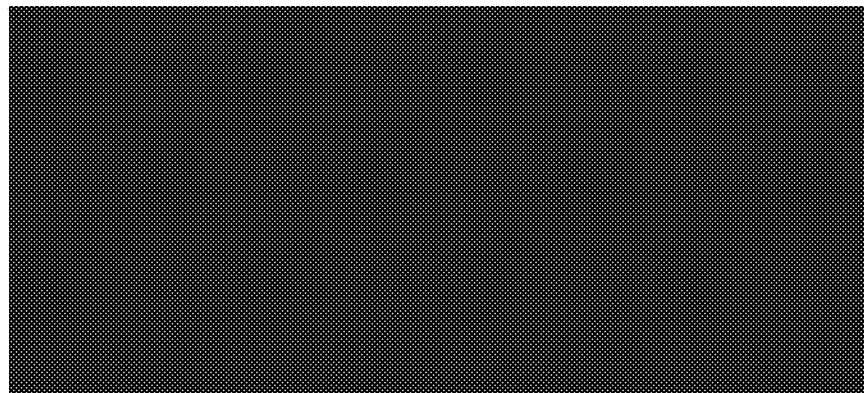
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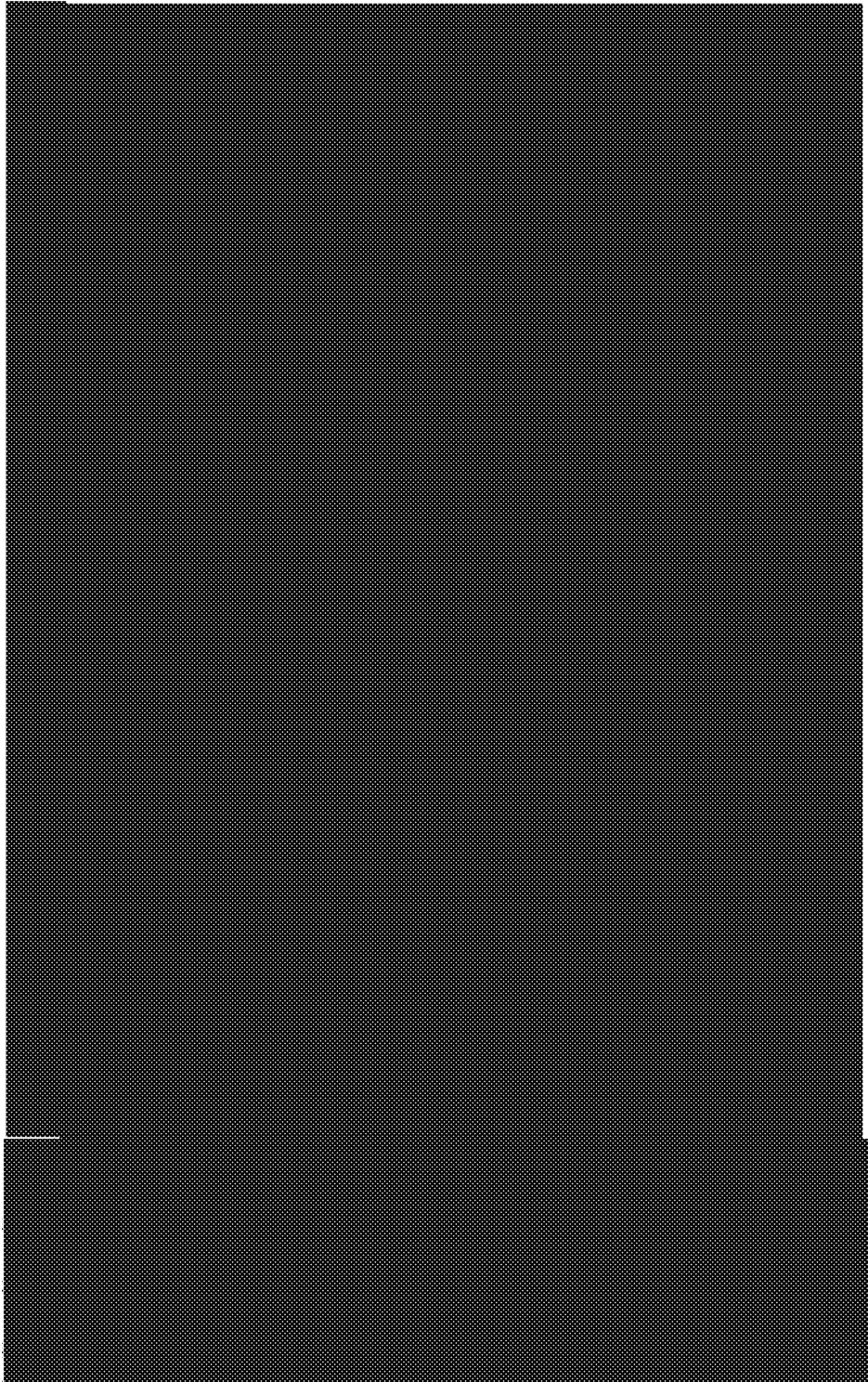
COMMONWEALTH OF THE BAHAMAS

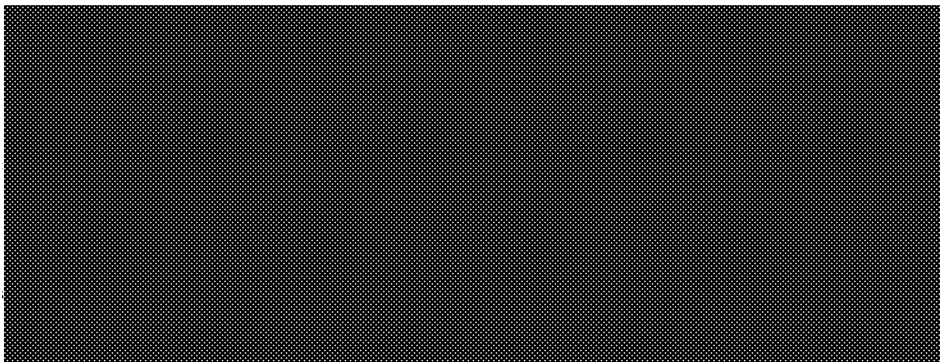
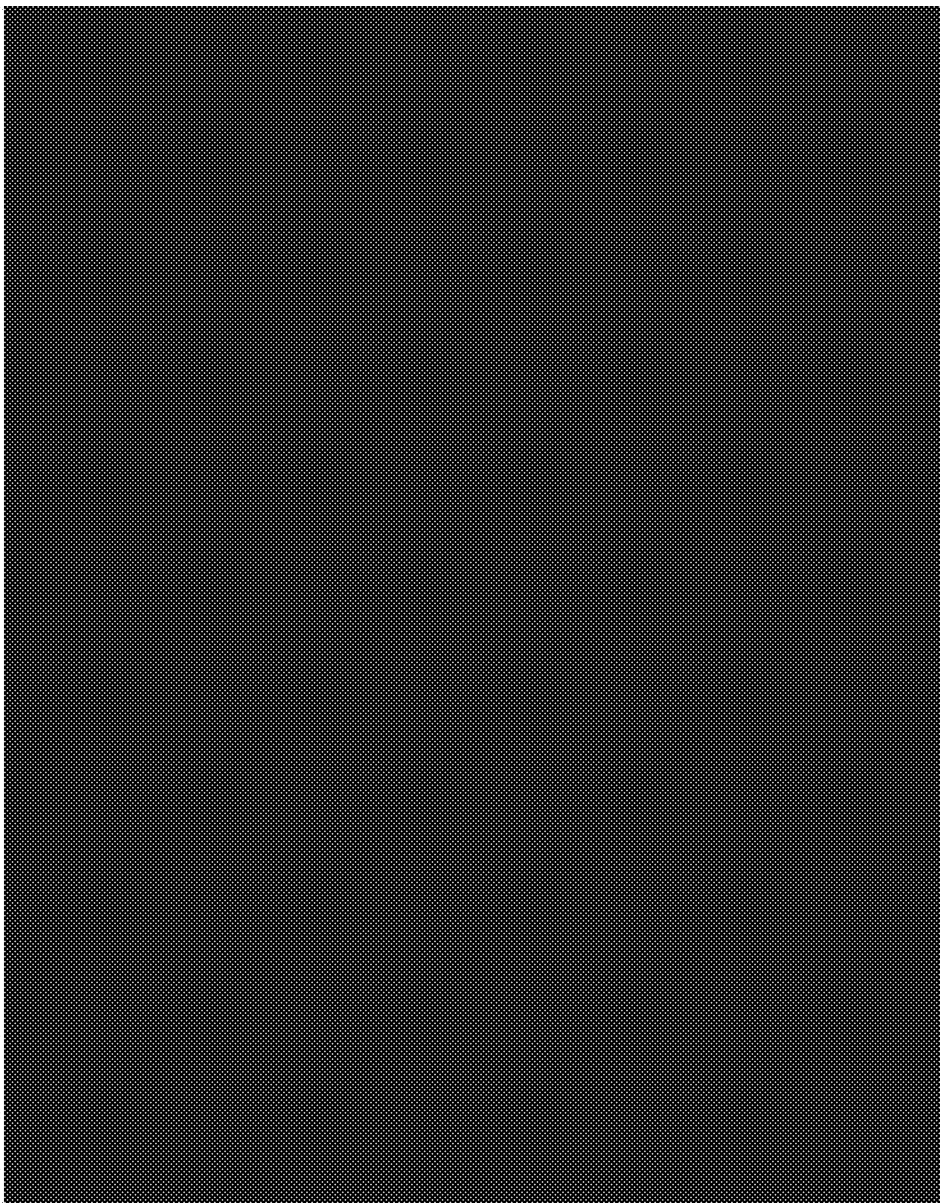
New Providence

**THIS PLEDGE OF SHARES AND COLLATERAL** is made the 27th day of February A.D., 2006 **BETWEEN VFS GROUP HOLDINGS LIMITED** a company incorporated and existing under the laws of the Commonwealth of the Bahamas (hereinafter called "**VFS GROUP**") **AND VFS INTERNATIONAL HOLDINGS LIMITED** another company incorporated and existing under the laws of the said Commonwealth of the Bahamas (hereinafter called "**VFS INTERNATIONAL**") **AND VFS TECHNOLOGIES LTD.** another company incorporated and existing under the laws of the said Commonwealth of the Bahamas (hereinafter called "**VFS TECHNOLOGIES**") (**VFS GROUP, VFS INTERNATIONAL** and **VFS TECHNOLOGIES** hereinafter collectively called "**the Security Providers**") of the one part and **NATIONAL AUSTRALIA BANK LIMITED** in its capacity as Security Trustee of the Trust (hereinafter called "**the Security Trustee**") of the other part.

**WHEREAS:-**

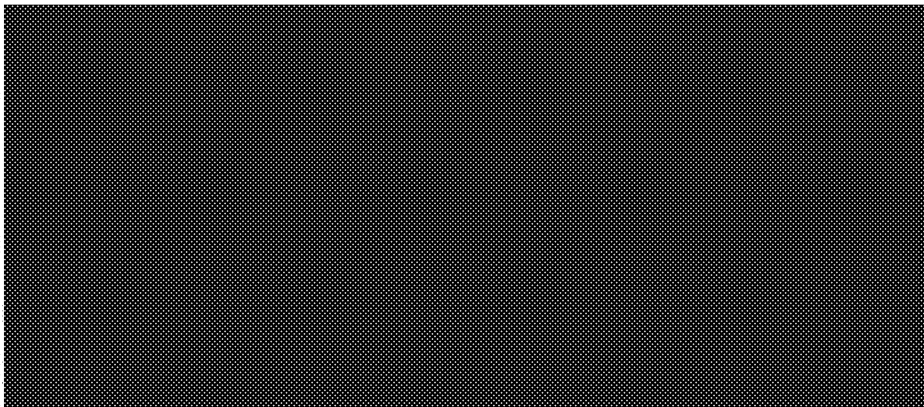








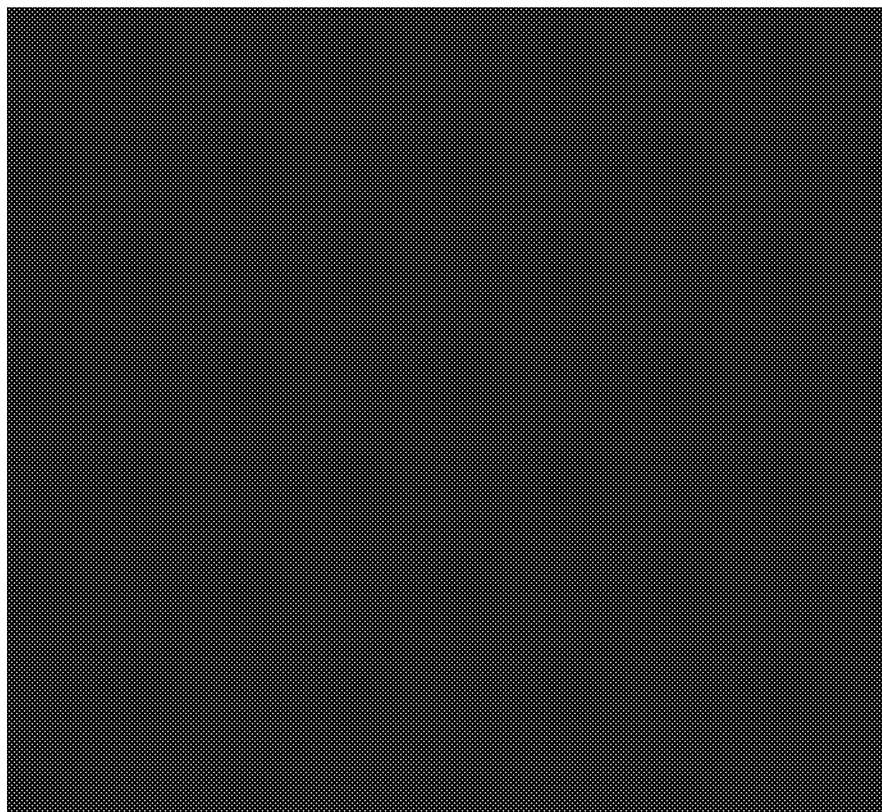
NOW THIS DEED WITNESSETH as follows:-



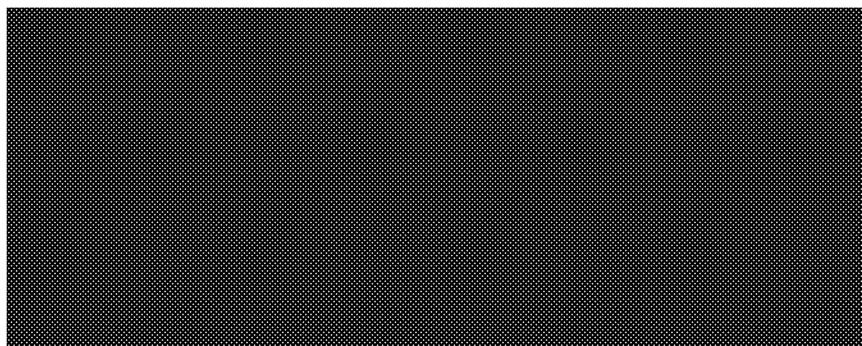
2. Charge. Each Security Provider hereby charges by way of a first charge over all the present and future undertaking and assets and property of each Security Provider whatsoever (other than the assets and property pledged under clause 1) and wheresoever situate to secure the

payment of the Secured Money, excluding all assets of the Security Providers' situated in Australia.

The charge will be a fixed charge over:



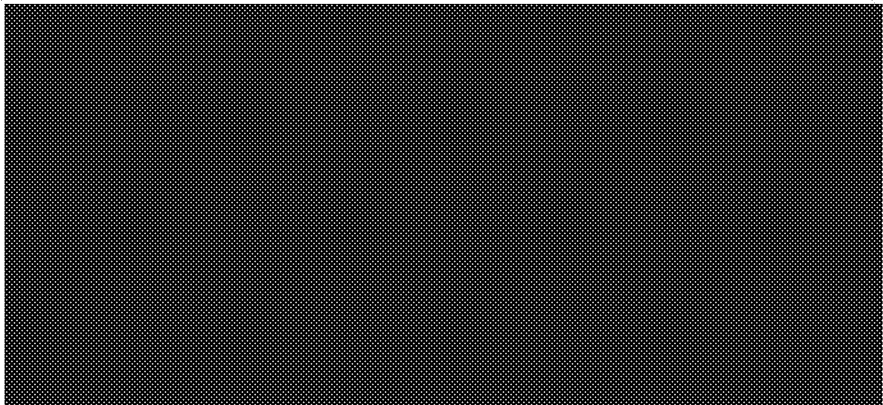
(vi) the goodwill and intellectual property rights of each Security Provider and all licenses;



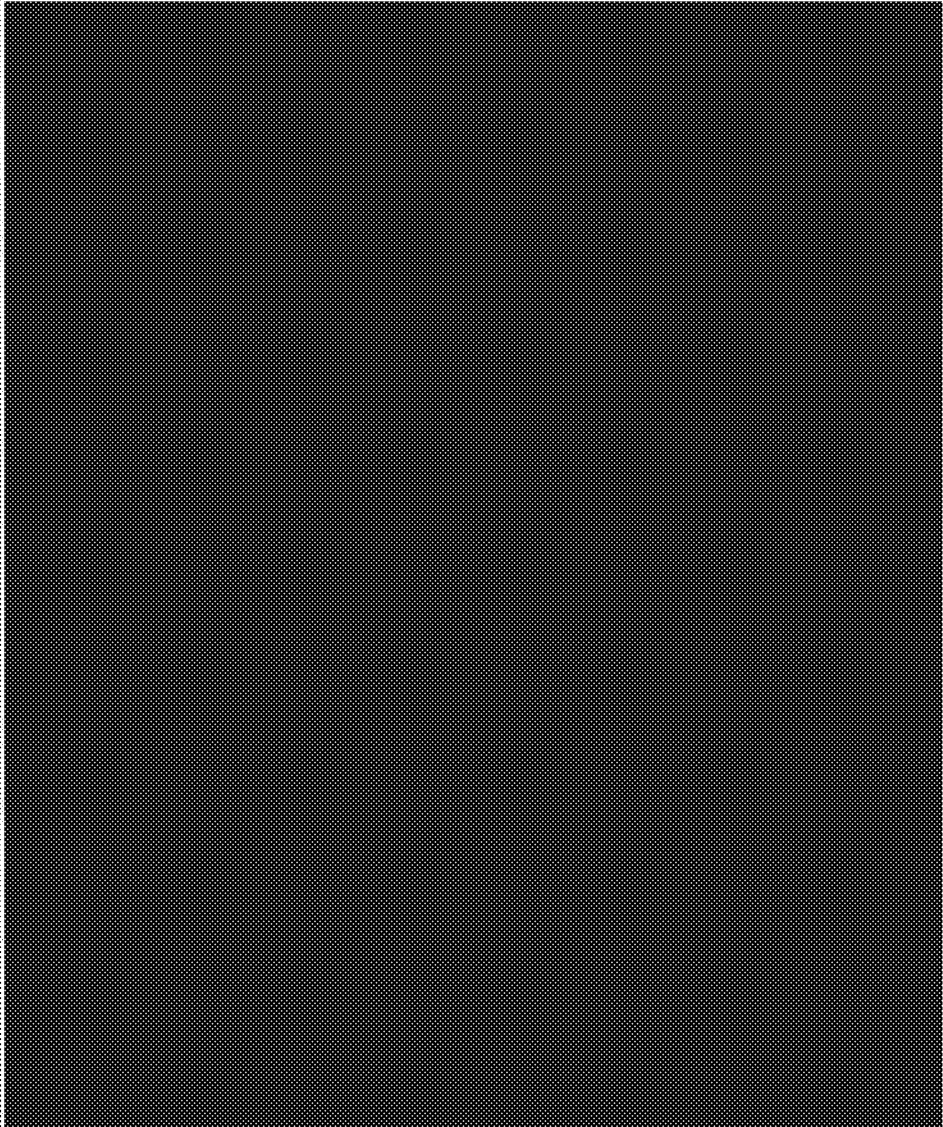


Notwithstanding any provision of this deed:

(i) No Encumbrance created under this deed by a Security Provider shall be effective as an Encumbrance over any assets of such Security Provider (other than shares and stock) as security for the Obligations owed by any US Obligor;



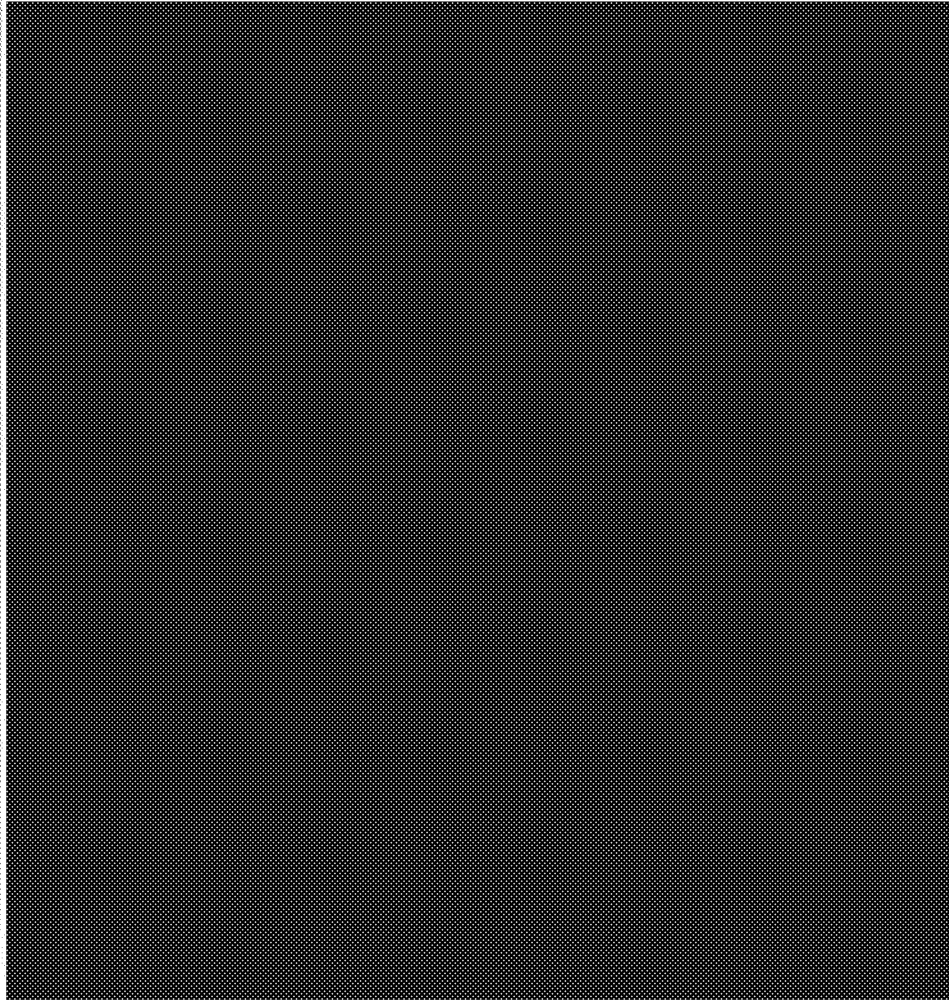




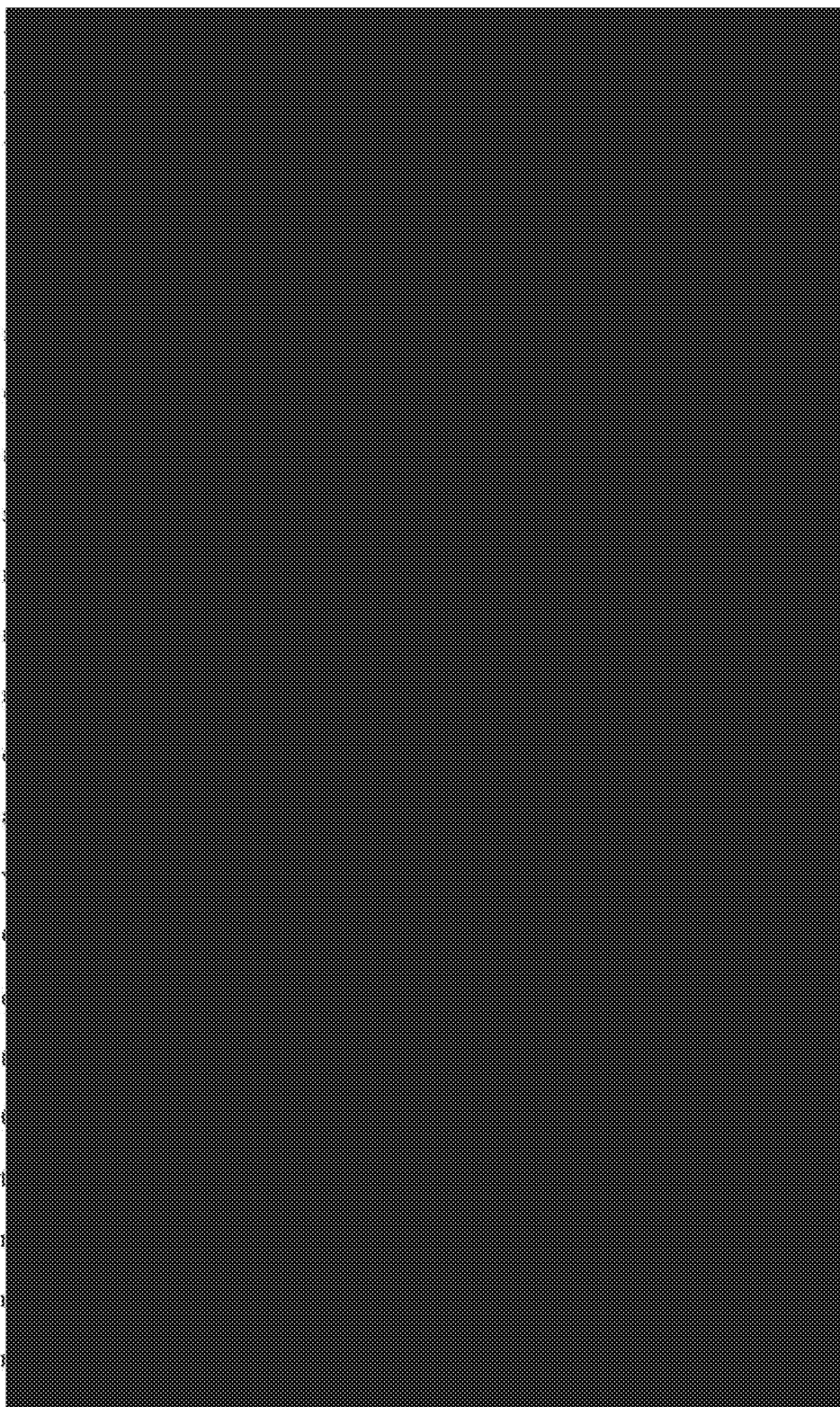


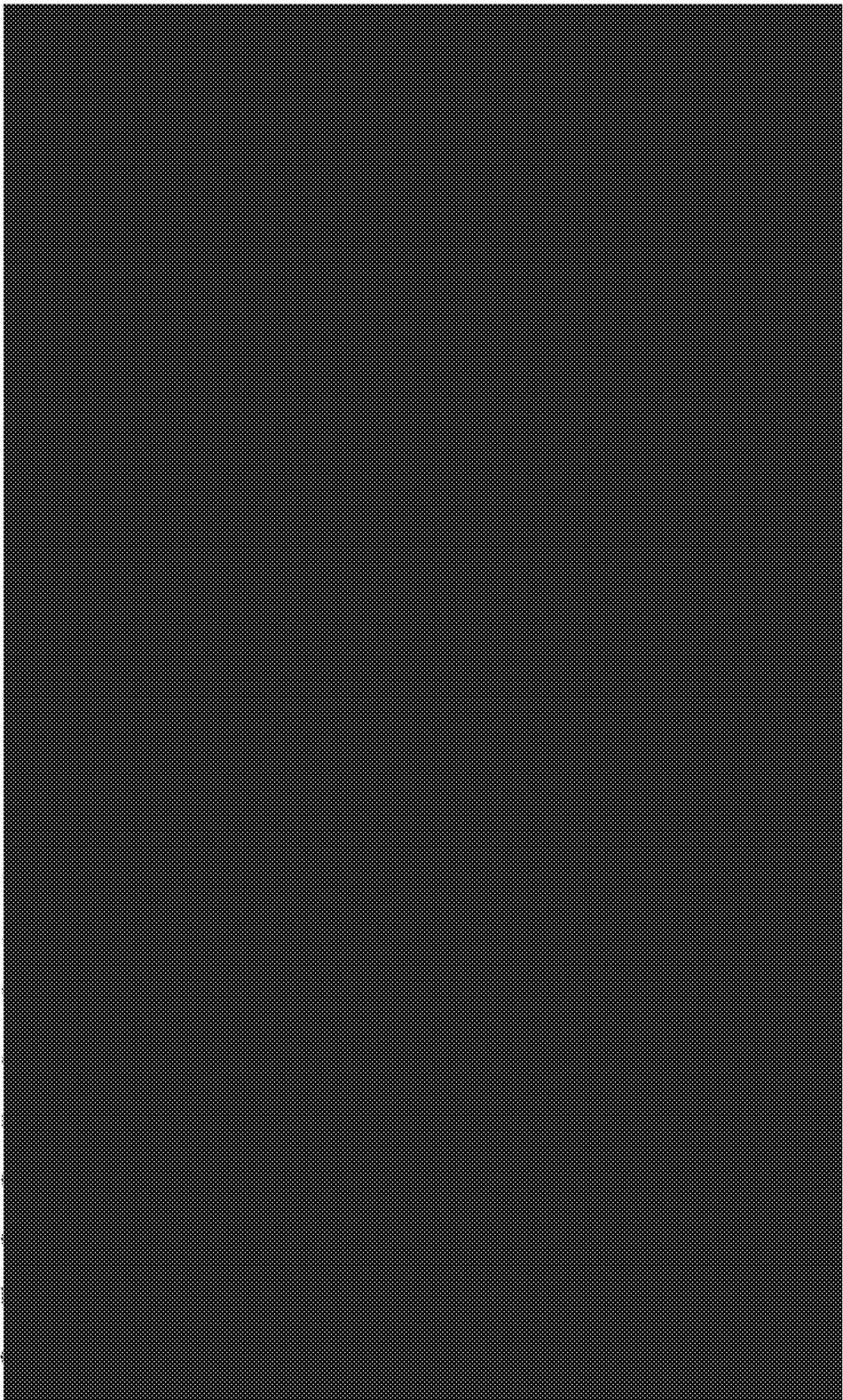
4. Collateral. All property at any time pledged with or charged to the Security Trustee hereunder including without limitation the Shares and the property subject to the charge in clause 2 and all income therefrom and proceeds thereof are herein collectively sometimes called "the Collateral".

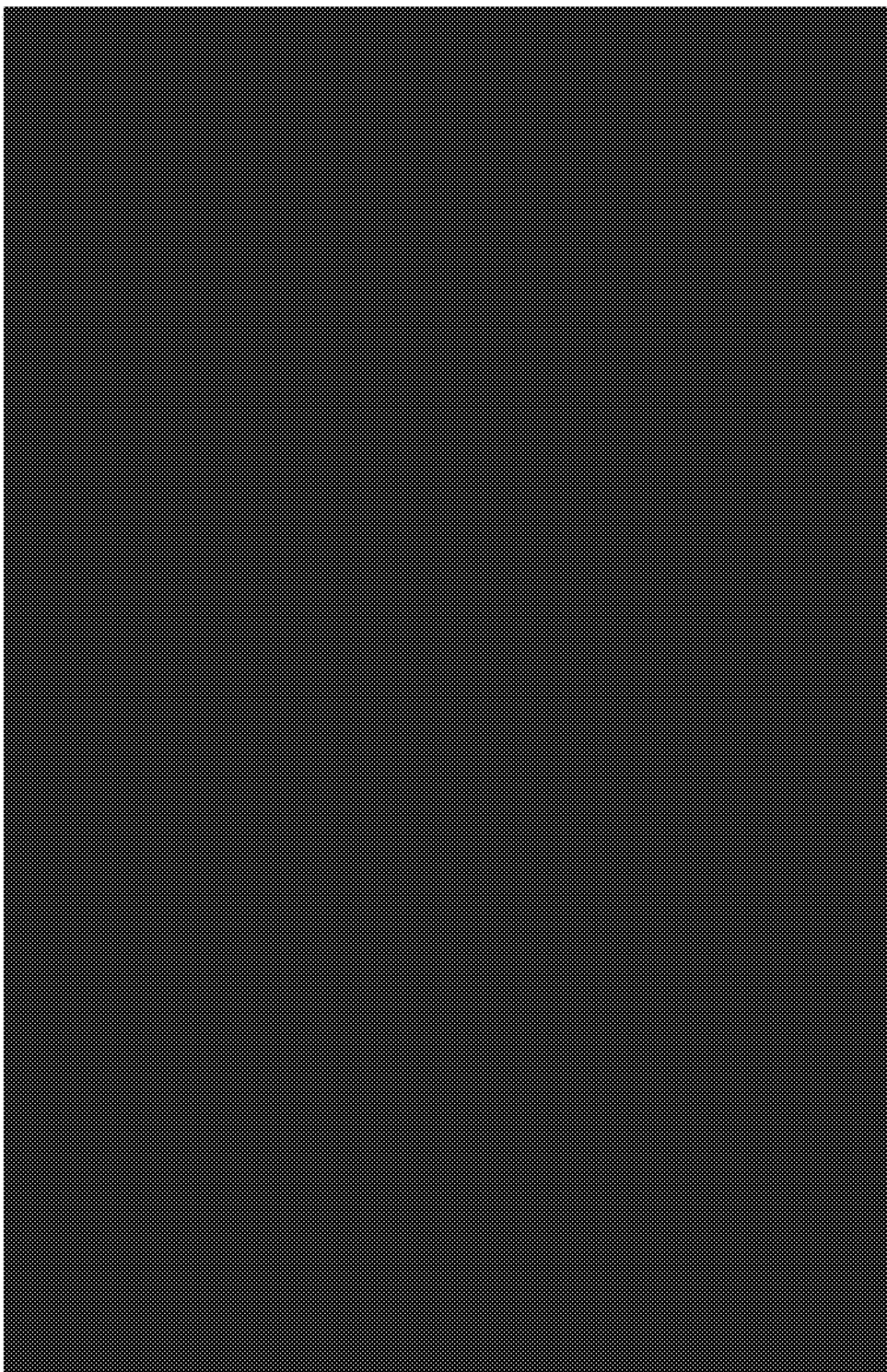


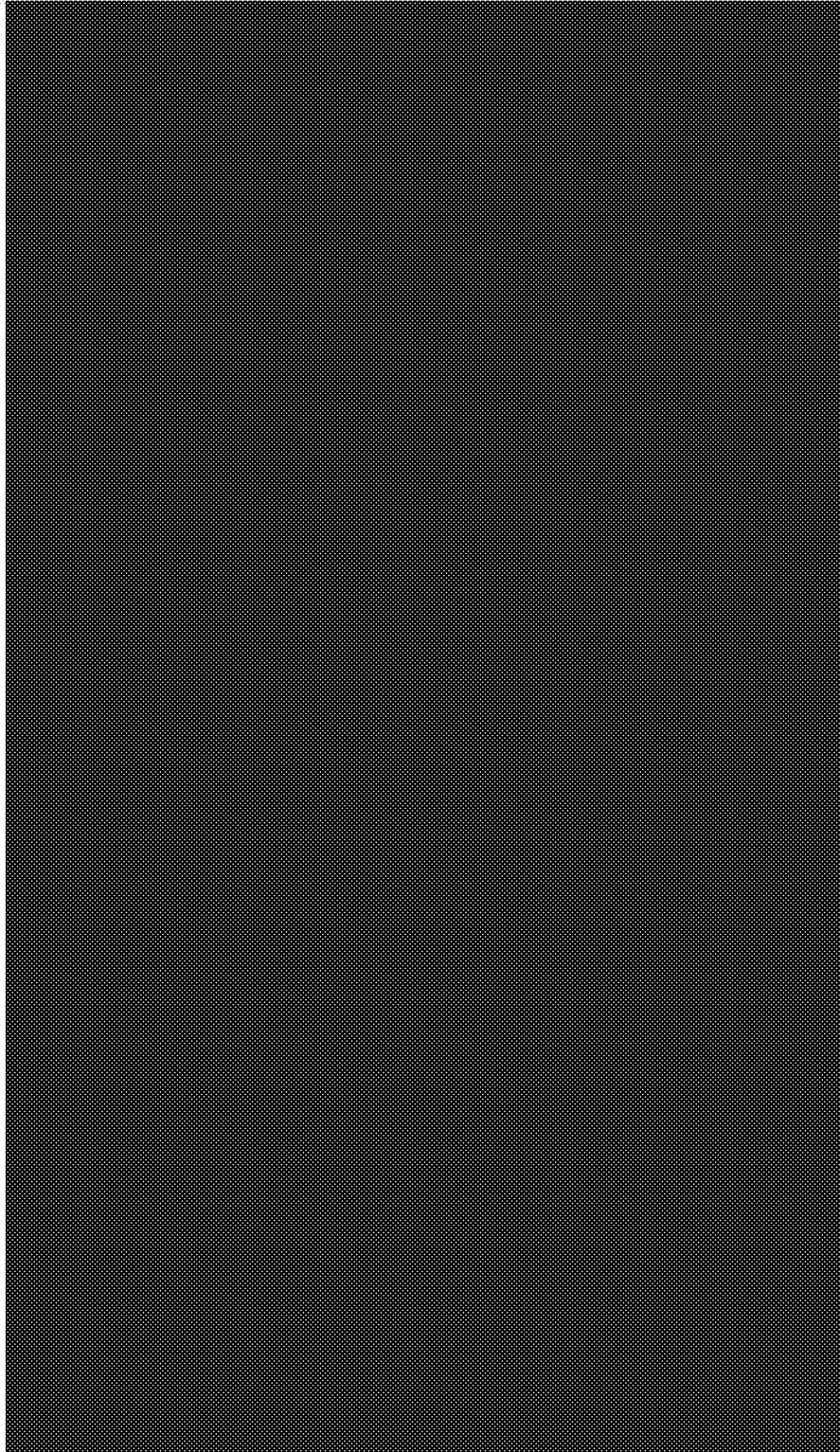


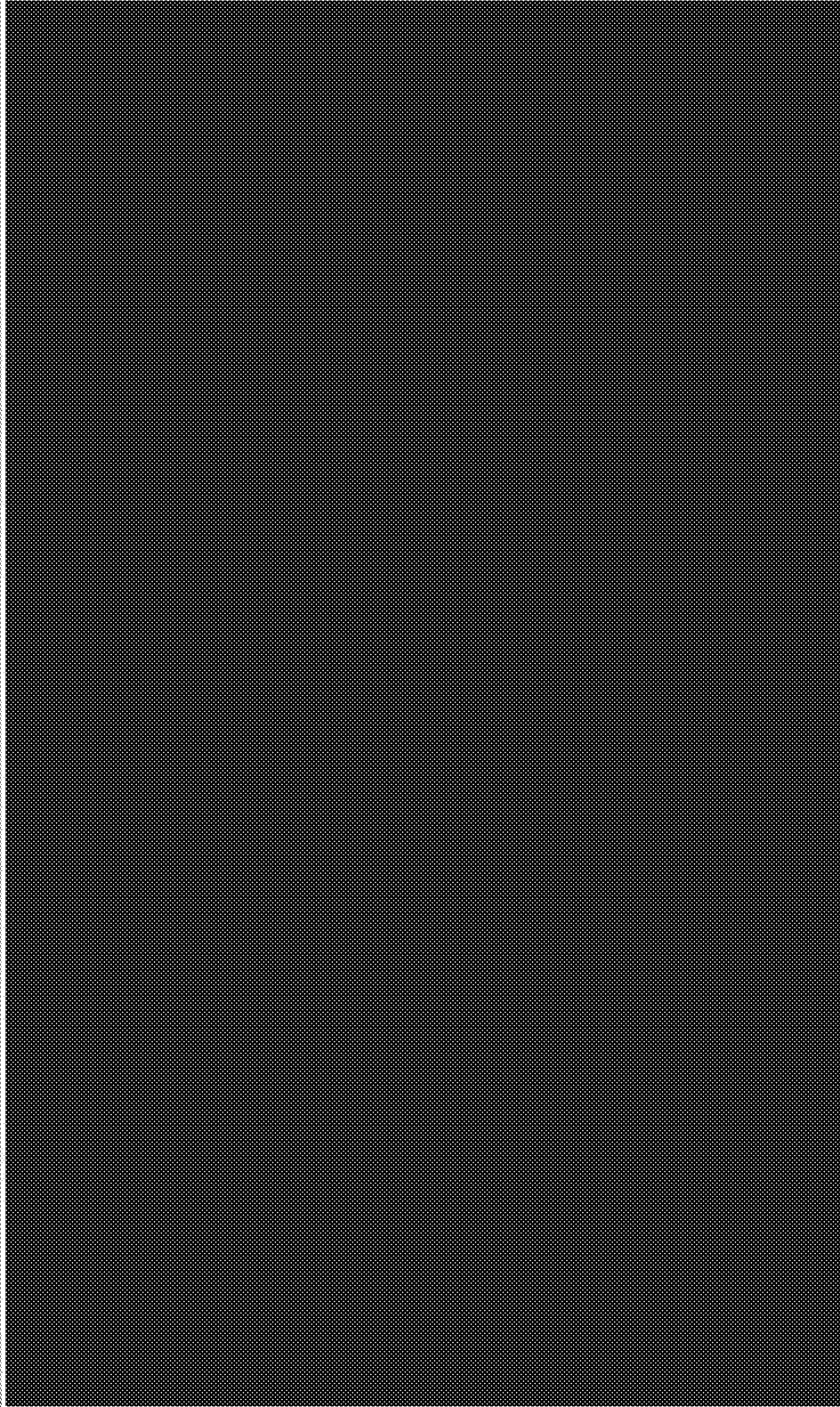
6. Redelivery of Collateral. Upon the discharge or payment in full of the Obligations this Pledge shall immediately cease and terminate and the Shares and any and all rights received by the Security Trustee during the time the same was held by the Security Trustee shall be deemed immediately transferred to the Security Providers after which time this Pledge shall have no further force or effect. Upon the happening of an event specified in the immediately preceding sentence until the certificate(s) representing the Shares together with appropriate instruments



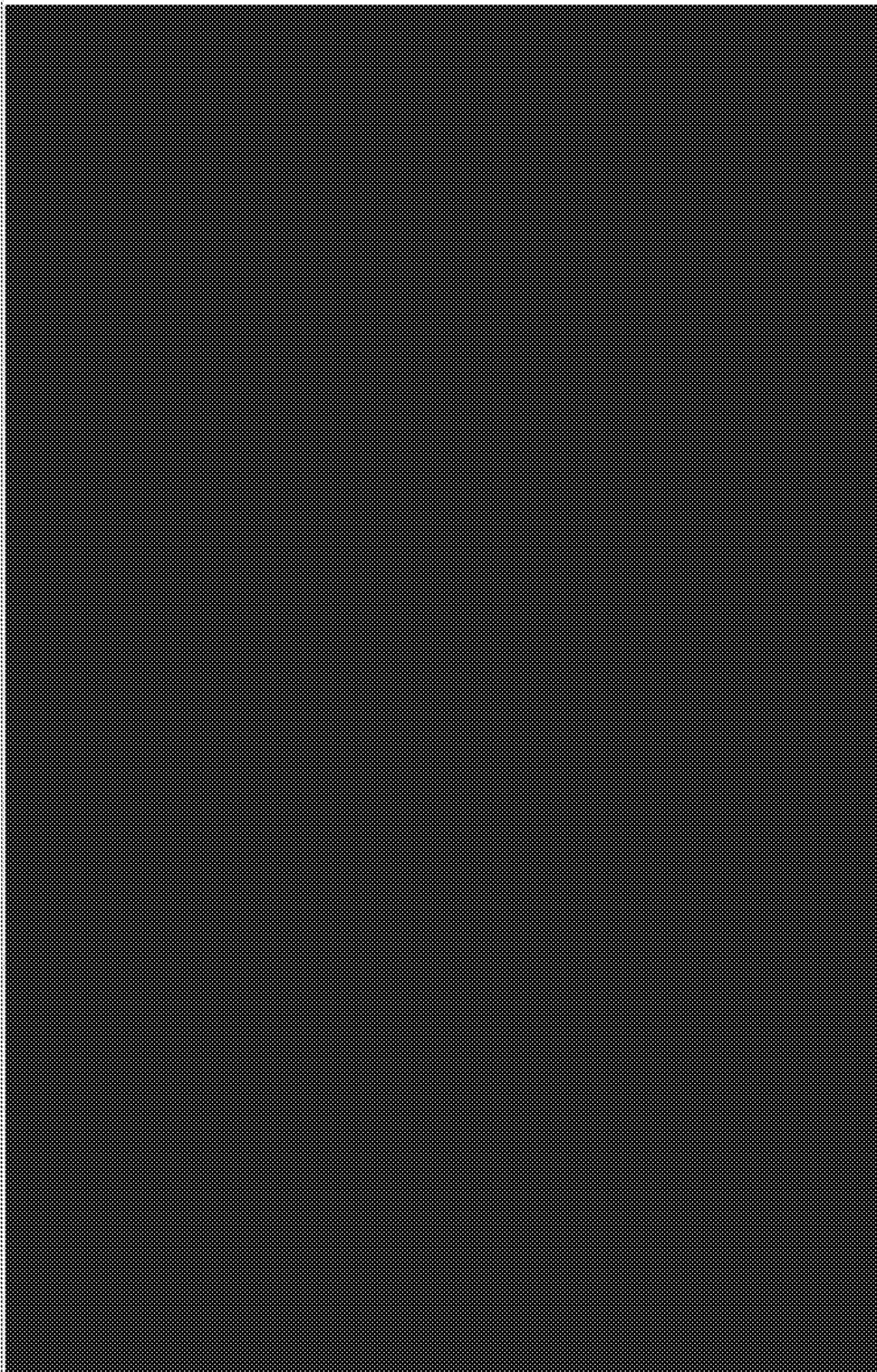


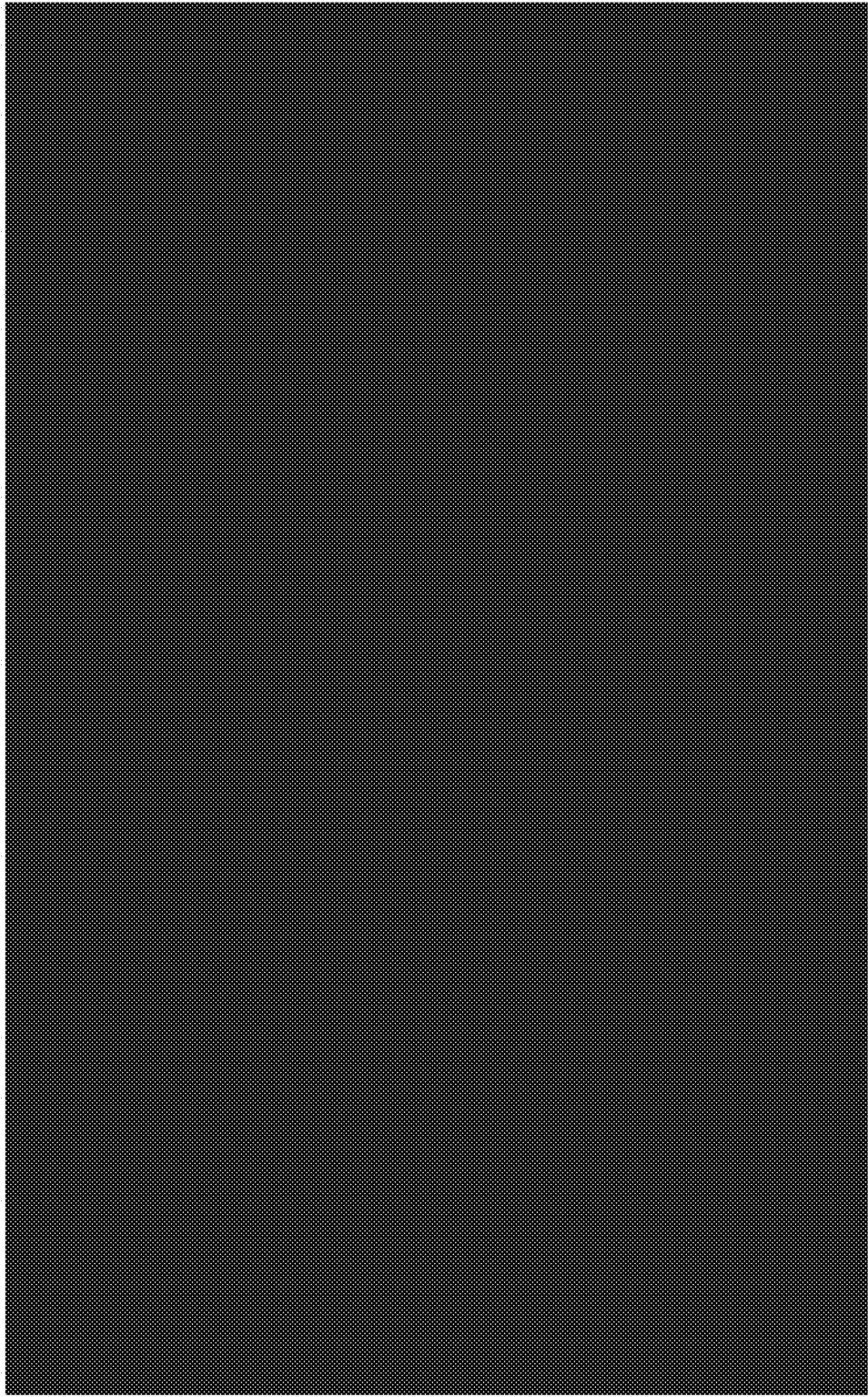


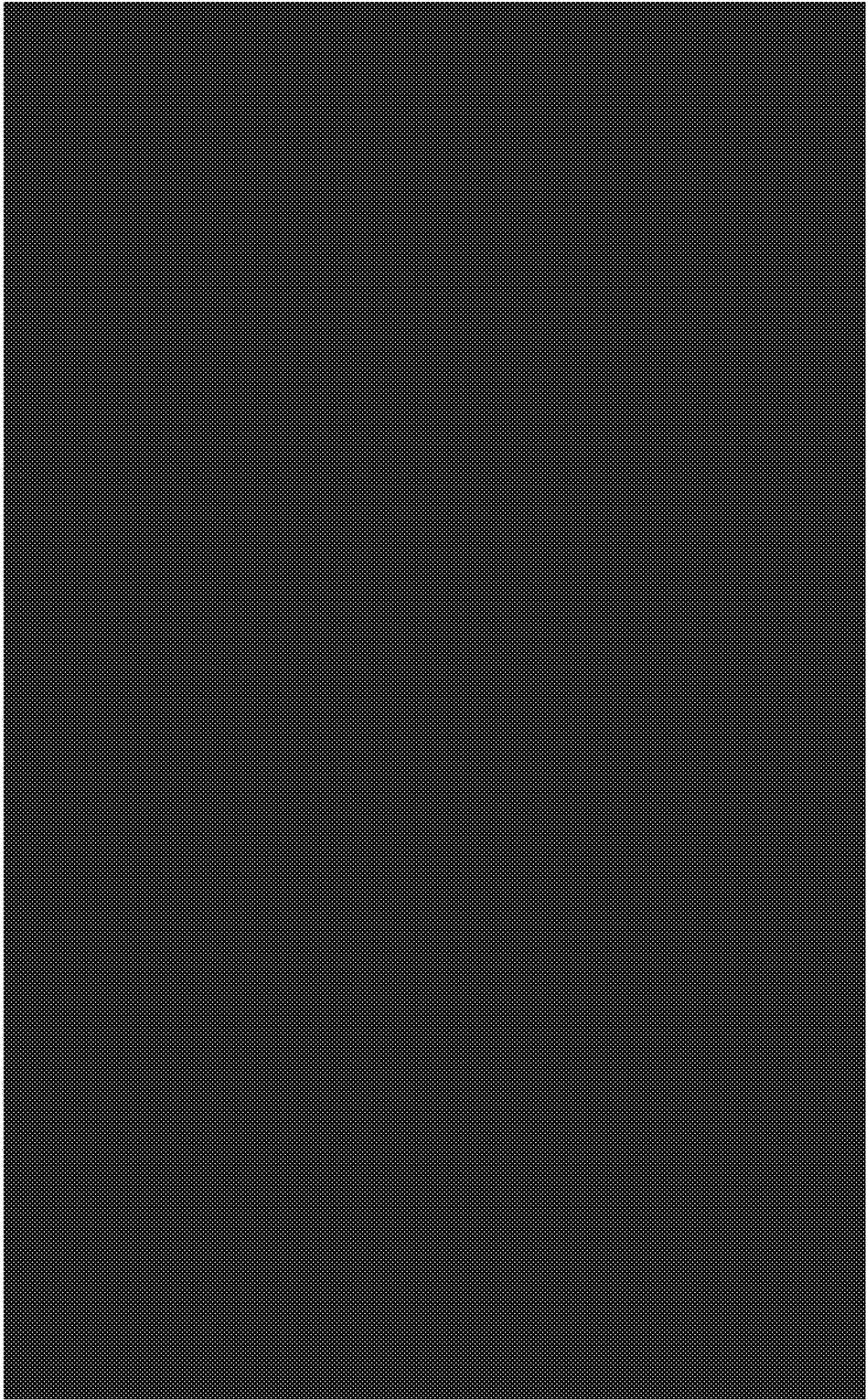


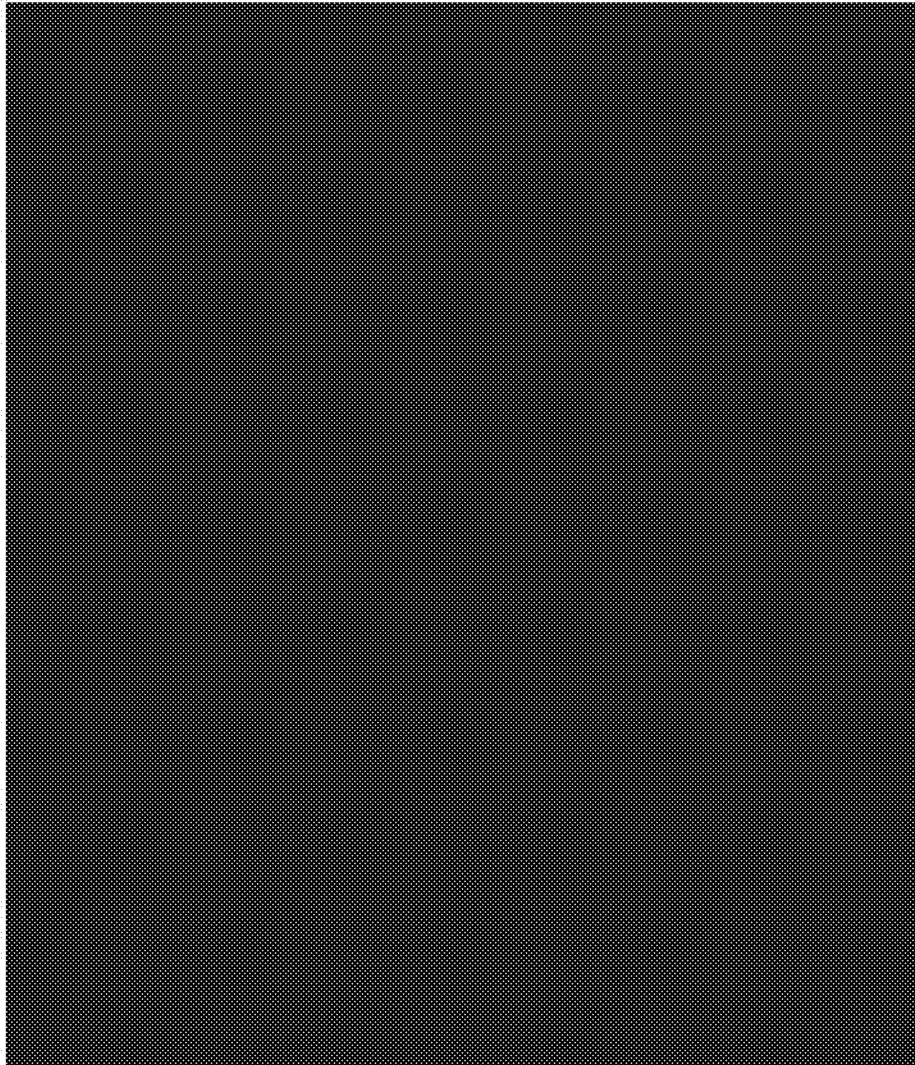






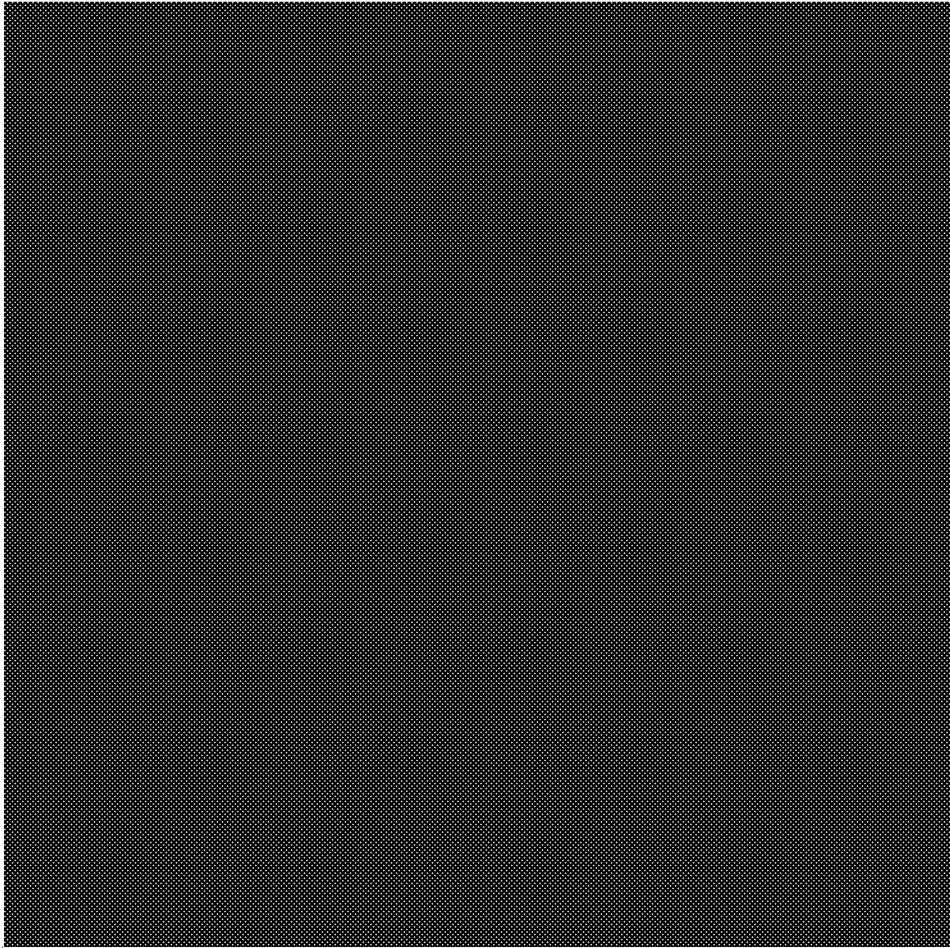






19. IT IS HEREBY FURTHER AGREED AND DECLARED as follows:-

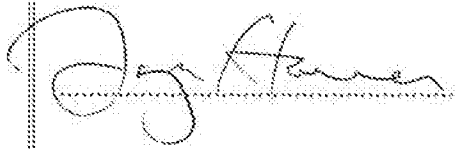
- (1) Section 19 of the Conveyancing and Law of Property Act shall not apply to these presents.
- (2) The Security Trustee shall not be answerable for any involuntary loss happening in or about the exercise or execution of



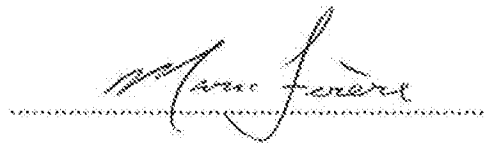
IN WITNESS WHEREOF VFS  
GROUP HOLDINGS LIMITED has  
caused its Common Seal to be hereunto  
affixed the day and year first  
hereinbefore written.

*M. J. Ferreira*  
.....

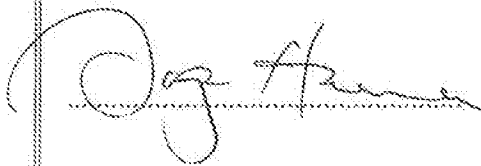
The Common Seal of **VFS GROUP HOLDINGS LIMITED** was affixed hereto by *Maria Ferere* the *Director* of the Company and the said *Maria Ferere* subscribed his/her signature hereto in the presence of:-

  
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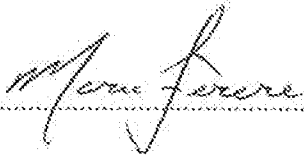
IN WITNESS WHEREOF **VFS INTERNATIONAL HOLDINGS LIMITED** has caused its Common Seal to be hereunto affixed the day and year first hereinbefore written.

  
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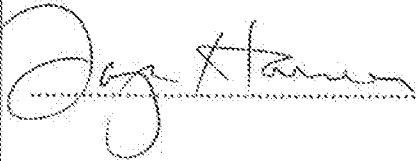
The Common Seal of **VFS INTERNATIONAL HOLDINGS LIMITED** was affixed hereto by *Maria Ferere* the *Director* of the Company and the said *Maria Ferere* subscribed his/her signature hereto in the presence of:-

  
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IN WITNESS WHEREOF VFS  
TECHNOLOGIES LTD. has caused  
its Common Seal to be hereunto the day  
and year first hereinbefore written.

  
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The Common Seal of VFS TECHNOLOGIES LTD. was affixed hereto  
by *Maria Ferere* the Director of the Company and the  
said *Maria Ferere* subscribed his/her signature hereto in the  
presence of:-

  
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COMMONWEALTH OF THE BAHAMAS

New Providence

Dated: The 27th day of February A.D., 2006

VFS GROUP HOLDINGS LIMITED  
VFS INTERNATIONAL HOLDINGS  
LIMITED  
VFS TECHNOLOGIES LTD.

AND

NATIONAL AUSTRALIA BANK LIMITED

PLEDGE OF SHARES AND COLLATERAL

MCKENNEY, BANCROFT & HUGHES  
Mareva House  
#4 George Street  
Nassau  
The Bahamas