

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404863

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Altamira Technologies Corporation		07/02/2014	Corporation: DELAWARE
Near Infinity Corporation		07/02/2014	Corporation: VIRGINIA
NIC Labs LLC		07/02/2014	Limited Liability Company: DELAWARE
Invertix Corporation		07/02/2014	Corporation: DELAWARE
Invertix International, Inc.		07/02/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	MULTIPLIER CAPITAL, LP
Street Address:	2 Wisconsin Circle, Suite 700
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4176688	IQ
Registration Number:	4451716	INVERSION FRAMEWORK
Registration Number:	4455422	IF
Registration Number:	2382475	INVERTIX
Registration Number:	3193872	MNET
Registration Number:	3033605	NEAR INFINITY
Serial Number:	86065725	LUMIFY
Serial Number:	85960753	A ALTAMIRA
Serial Number:	85960748	A ALTAMIRA
Serial Number:	85960743	A ALTAMIRA
Serial Number:	85960741	A ALTAMIRA
Serial Number:	85927443	ALTAMIRA
Serial Number:	85927426	ALTAMIRA

OP \$340.00 4176688

CORRESPONDENCE DATA**Fax Number:** 8004947512*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***Phone:** 202-370-4750**Email:** ipteam@nationalcorp.com**Correspondent Name:** Darlena Bari Stark**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** National Corporate Research, Ltd.**Address Line 4:** Washington, D.C. 20005**ATTORNEY DOCKET NUMBER:** F166482**NAME OF SUBMITTER:** Robin Dunn**SIGNATURE:** /Robin Dunn/**DATE SIGNED:** 11/08/2016**Total Attachments: 11**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 2, 2014 by and between **Multiplier Capital, LP** ("Multiplier") and the following (jointly and severally, "Grantor"):

Altamira Technologies Corporation, a Delaware corporation,

Near Infinity Corporation, a Virginia corporation,

NIC Labs LLC, a Delaware limited liability company,

Invertix Corporation, a Delaware corporation and

Invertix International, Inc., a Delaware corporation

with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated July 2, 2014 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing. However, nothing in this Agreement is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use ("Intent to Use Applications") for which a statement of use has not been filed, and any Intent to Use Applications for which a statement of use has not been filed are specifically excluded from the Collateral Trademark applications (but only until such statement is filed).

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

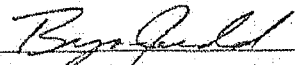
4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his reasonable costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

[Signatures on Next Page]

Address of Grantor:

8201 Greensboro Drive, Suite 800
McLean, Virginia 22102

Altamira Technologies Corporation,
a Delaware corporation

By 
Title EVP, CFO, Secretary and Treasurer

Near Infinity Corporation,
a Virginia corporation

By 
Title EVP, CFO, Secretary and Treasurer

NIC Labs LLC,
a Delaware limited liability company

By 
Title EVP, CFO, Secretary and Treasurer

Invertix Corporation,
a Delaware corporation

By 
Title EVP, CFO, Secretary and Treasurer

Invertix International, Inc.,
a Delaware corporation

By 
Title EVP, CFO, Secretary and Treasurer

[Signature Page to Intellectual Property Security Agreement]

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By Kevin P. Scheel
Title Managing Member


[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A

Trademarks



Registered Trademarks and Service Marks



Owner	Mark	Serial #	Summary	Filed Date	Reg #	Reg Date
Invertix Corporation	IQ	85286302	IC 009. US 021 023 026 036 038. G & S: Antennas. FIRST USE: 20110324. FIRST USE IN COMMERCE: 20110324	25-Apr-2011	4176688	17-Jul-2012
Invertix Corporation	Inversion Framework	85304069	IC 042. US 100 101. G & S: Providing virtual computer systems and virtual computer environments through cloud computing. FIRST USE: 20110404. FIRST USE IN COMMERCE: 20131101	25-Apr-2011	4451716	17-Dec-2013
Invertix Corporation	IF	85324295	IC 042. US 100 101. G & S: Providing virtual computer systems and virtual computer environments through cloud computing. FIRST USE: 20110404. FIRST USE IN COMMERCE: 20131018	18-May-2011	4455422	24-Dec-2013

Owner	Mark	Serial #	Summary	Filed Date	Reg #	Reg Date
Invertix Corporation	Invertix 	75629976	<p>IC 038. US 100 101 104. G & S: Quality of service tools, namely, computer hardware and computer software for operating and enhancing telecommunications networks. FIRST USE: 19970925. FIRST USE IN COMMERCE: 19970925</p> <p>IC 042. US 100 101. G & S: Technical support services, namely, troubleshooting of computer hardware and software via in person, telephone or the global computer network; computer software design and development for others, namely, design, coding, testing and maintenance; and temporary use of online nondownloadable software for managing telecommunications networks for the purpose of network operations, problem diagnosis, and network performance optimization. FIRST USE: 19970925. FIRST USE IN COMMERCE: 19970925</p>	2-Feb-1999	2382475	5-Sep-2000
Invertix Corporation	mNet	78832247	IC 009. US 021 023 026 036 038. G & S: Computer software, namely, software development tools for the creation of mobile internet applications and client interfaces. FIRST USE: 20030430. FIRST USE IN COMMERCE: 20030430	8-Mar-2006	3193872	2-Jan-2007

Owner	Mark	Serial #	Summary	Filed Date	Reg #	Reg Date
Near Infinity Corporation	NEAR INFINITY	76597302	IC 042. US 100 101. G & S: Computer software development and consulting services, namely development of fine-grained auditing software for securing distributed, object-oriented applications deployed to the a computer software platform, and software consulting services related thereto. FIRST USE: 20020801. FIRST USE IN COMMERCE: 20020801	15-Jun-04	3033605	27-Dec-05

Trademark and Service Mark Applications

Owner	Mark	Serial #	Summary	Filed Date
Altamira Technologies Corporation	Lumify	86065725	International Class 009: Computer search engine software Intent to Use	16-Sep-2013
Lightyear Technologies, Inc.	Altamira  ALTAMIRA	85960753	IC 009. US 021 023 026 036 038. G & S: Antennas; Electric or electronic sensors for collecting, processing, and disseminating ISR (intelligence, surveillance, and reconnaissance) data Intent to Use	14-Jun-2013
Lightyear Technologies, Inc.	Altamira  ALTAMIRA	85960748	IC 042. US 100 101. G & S: Consulting in the field of information technology; Consulting in the field of telecommunications technology; Design and development of computer hardware and software Intent to Use	14-Jun-2013

Owner	Mark	Serial #	Summary	Filed Date
Lightyear Technologies, Inc.	Altamira  ALTAMIRA	85960743	IC 042. US 100 101. G & S: Consulting in the field of information technology; Consulting in the field of telecommunications technology; Design and development of computer hardware and software Intent to Use	14-Jun-2013
Lightyear Technologies, Inc.	Altamira  ALTAMIRA	85960741	IC 009. US 021 023 026 036 038. G & S: Antennas; Electric or electronic sensors for collecting, processing, and disseminating ISR (intelligence, surveillance, and reconnaissance) data Intent to Use	14-Jun-2013
Lightyear Technologies, Inc.	Altamira	85927443	IC 009. US 021 023 026 036 038. G & S: Antennas; Electric or electronic sensors for collecting, processing, and disseminating ISR (intelligence, surveillance, and reconnaissance) data Intent to Use	9-May-2013
Lightyear Technologies, Inc.	Altamira	85927426	IC 042. US 100 101. G & S: Consulting in the field of information technology; Consulting in the field of telecommunications technology Intent to Use	9-May-2013

SCHEDULE B

Patents and Patent Applications

Patents

Owner	Title	Application Number	Application Date	Patent Number	Issue Date
Invertix Corporation	Wireless Telephone Network Optimization			6,940,838	6-Sep-05
Invertix Corporation	Method and Apparatus for Sharing Mobile User Event Information Between Wireless Networks and Fixed IP Networks			6,839,554	4-Jan-05
Invertix Corporation	Method and Apparatus for Sharing Mobile User Event Information Between Wireless Networks and Fixed IP Networks			6,668,167	23-Dec-03
Invertix Corporation	A System and Method for Modulating a Signal at an Antenna	12/277901	25-Nov-2008	8,340,197	25-Dec-12
Invertix Corporation	A System and Method for Spreading and De- Spreading a Signal at an Antenna	12/725,721	17-Mar-2010	8,457,251	4-Jun-2013
Invertix Corporation	A System and Method for Arbitrary Phase and Amplitude	12/725,773	17-Mar-2010	8,411,794	2-April-2013

	Modulation in an Antenna				
Invertix Corporation	A System and Method for Electronically Steering an Antenna	12/725,826	17-Mar-10	8,391,376	5-March-2013

Patent Applications

Owner	Title	Application Number	Application Date
Invertix Corporation	Systems and Methods for Sentence Comparison and Sentence-Based Search	13/543,626	6-Jul-2012
Invertix Corporation	Unidirectional Sampling Mixer	13/718,692	18-Dec-2012

SCHEDULE C

Copyrights Registered with the United States Copyright Office

None.

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RECORDED: 11/08/2016

**TRADEMARK
REEL: 005917 FRAME: 0638**