

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Omnilink Systems Inc.		05/15/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	Partners for Growth III, L.P.
Street Address:	150 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Serial Number:	78873454	FOCALPOINT
Serial Number:	78805380	I
Serial Number:	78626004	OMNILINK
Serial Number:	78805664	CHECKPOINT

<b>CORRESPONDENCE DATA</b>	
Fax Number:	4157385371
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	415-381-3283
Email:	ben@greenspan-law.com
Correspondent Name:	Benjamin Greenspan
Address Line 1:	620 Laguna Rd
Address Line 4:	Mill Valley, CALIFORNIA 94941

ATTORNEY DOCKET NUMBER:	PFG3-OMNILINK
NAME OF SUBMITTER:	Benjamin Greenspan

OP \$1115.00 78873454

Signature:	/bg2/
Date:	05/16/2013
Total Attachments: 4 source=Item - USPTO Trademark Collateral Notice as filed#page1.tif source=Item - USPTO Trademark Collateral Notice as filed#page2.tif source=Item - USPTO Trademark Collateral Notice as filed#page3.tif source=Item - USPTO Trademark Collateral Notice as filed#page4.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 16, 2013, is between Omnilink Systems Inc., a Delaware corporation with its principal place of business at 5900 Windward Parkway, Suite 200, Alpharetta, GA 30005 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated May 16, 2013, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated May 16, 2013, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

OMNILINK SYSTEMS INC.

By Kelly Gay  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: **Manager, Partners for Growth III, LLC**  
**Its General Partner**

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated May 16, 2013, by and among Assignor and Assignee;

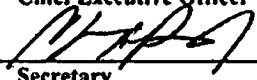
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

**Assignor:**

**OMNILINK SYSTEMS INC.**

By \_\_\_\_\_  
Chief Executive Officer

By  \_\_\_\_\_  
Secretary

**Assignee:**

**PARTNERS FOR GROWTH III, L.P.**

By \_\_\_\_\_

Name: \_\_\_\_\_

**Title: Manager, Partners for Growth III, LLC  
Its General Partner**

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Executed as of the date first above written.

Assignor:

OMNILINK SYSTEMS INC.

By \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By  \_\_\_\_\_

Name: Lorraine Nield

Title: Manager, Partners for Growth III, LLC  
Its General Partner

**EXHIBIT 1**  
**Omnilink Systems Inc.**

**Trademark Schedule**

<b>Trademark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>International Class</b>
FOCALPOINT	78/873,454	5/1/2006			35, 38 and 45
I	78/805,380	2/2/2006			9 and 45
OMNILINK	78/626,004	5/9/2005	3,156,898	10/17/2006	35, 38 and 45
CHECKPOINT	78/805,664	2/2/2006			9