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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): b-there.com corp.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: April 11, 2002

2. Name and address of receiving party(ies) as Collateral Agent

Name: Seaport Capital Partners II, L.P., Internal Address: Seaport Capital Partners

Street Address: One Seaport Plaza, 199 Water Street, 20th Fl City: New York State: NY Zip: 10038

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A attached her

B. Trademark Registration No.(s) See Schedule A attached hereto

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William Luby

Internal Address: Seaport Capital Partners

Street Address: One Seaport Plaza, 199 Water Street 20th Floor

City: New York State: NY Zip: 10038

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 180.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine Berthet, CEO

Signature

April 11, 2002

Name of Person Signing

Signature

Date

05/06/2008 DBYRME

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Total number of pages including cover sheet, attachments, and document: 5

01 FC:481 02 FC:482

40.00 OP documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

**SCHEDULE A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>APPL. NO.</b>	<b>FILED</b>	<b>STATUS</b>	<b>REG. NO.</b>	<b>ISSUED</b>	<b>RENEWAL</b>
ATTENDEE RELATIONSHIP MANAGEMENT	76/071700	6/16/00	Pending			
B-THERE.COM	75/679290	4/09/99	Registered	2493179	9/25/01	9/25/11
B-THERE.COM	75/679286	4/09/99	Registered	2543311	2/26/02	2/26/12
B-THERE.COM	75/679288	4/09/99	Registered	2416971	1/02/01	1/02/11
ERS	75/679285	4/09/99	Registered	2445615	4/24/01	4/24/11
WHERE DO YOU NEED TO B?	75/678724	4/09/99	Registered	2410046	12/05/00	12/05/10
DIGILIVE	78/095006	11/26/01	Pending			

**ASSIGNMENT FOR SECURITY**

**TRADEMARKS**

Dated as of April 11, 2002

**WHEREAS**, b-there.com corp., a Delaware corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, the Assignor, has entered into a Security Agreement, dated as of the date hereof (the "Security Agreement"), in favor of Seaport Capital Partners II, L.P., as Collateral Agent (in such capacity, the "Assignee") for certain Investors party thereto (the "Investors");

**WHEREAS**, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Investors a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Investors a continuing security interest in the Collateral to secure the Assignor's prompt payment and performance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

\* \* \* \* \*

IN WITNESS WHEREOF, the Assignor has caused this Assignment for Security - Trademarks to be duly executed as of the date first written above.

**B-THERE.COM CORP.**

By: \_\_\_\_\_

Name: CHRISTINE BERTHET  
Title: CEO

STATE OF CONNECTICUT

ss.: Westport

COUNTY OF FAIRFIELD

On this 11<sup>th</sup> day of April, 2002, before me personally came C. Berthet, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that she is the CEO of **b-there.com corp.**, a Delaware corporation, and that she executed the foregoing instrument in the firm name of **b-there.com corp.**, and that she had authority to sign the same, and she acknowledged to me that she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Christine Berthet

**SCHEDULE 1 TO ASSIGNMENT FOR SECURITY**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

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DIGILIVE	78/095006	11/26/01	Pending			

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**RECORDED: 04/24/2002**

**TRADEMARK  
REEL: 002500 FRAME: 0110**