

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	Amendment to Trademark Collateral Assignment and Security Agreement
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inceptor, Inc.		12/03/2004	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Crossbow Venture Partners, L.P.
<b>Street Address:</b>	One North Clematis Street
<b>Internal Address:</b>	Suite 510
<b>City:</b>	West Palm Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33401-5523
<b>Entity Type:</b>	PARTNERSHIP:

<b>Name:</b>	Valentis Investors LLC
<b>Street Address:</b>	c/o Wexford Capital LLC
<b>Internal Address:</b>	Attn: Paul Jacobi, V.P., 411 West Putnam Avenue
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	LLC:

<b>Name:</b>	Joel Mesznik
<b>Street Address:</b>	c/o Mesco Ltd.
<b>Internal Address:</b>	470 Main Street, Suite 315
<b>City:</b>	Ridgefield
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06877
<b>Entity Type:</b>	INDIVIDUAL:

<b>Name:</b>	SI Services Company, L.L.C.
<b>Street Address:</b>	c/o SI Ventures
<b>Internal Address:</b>	Attn: Manuel Fernandez, 12600 Gateway Blvd.

OP \$115.00 2647000

City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33913-8006
Entity Type:	L.L.C.:

Name:	Manuel Fernandez
Street Address:	c/o SI Venture II, L.P.
Internal Address:	12600 Gateway Blvd.
City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33913-8006
Entity Type:	INDIVIDUAL:

Name:	John F. Halligan
Street Address:	c/o SI Venture II, L.P.
Internal Address:	12600 Gateway Blvd.
City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33913-8006
Entity Type:	INDIVIDUAL:

Name:	Si Venture Fund II, L.P.
Street Address:	12600 Gateway Blvd.
City:	Fort Myers
State/Country:	FLORIDA
Postal Code:	33913
Entity Type:	PARTNERSHIP:

Name:	MU-Centive LLC
Street Address:	c/o Mesco Ltd.
Internal Address:	470 Main Street, Suite 315
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	LLC:

Name:	William Bernstein
Street Address:	c/o Mesco Ltd.
Internal Address:	470 Main Street, Suite 315
City:	Ridgefield

State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	INDIVIDUAL:

Name:	MI-2 Capital LLC
Street Address:	c/o Mesco Ltd.
Internal Address:	470 Main Street, Suite 315
City:	Ridgefield
State/Country:	CONNECTICUT
Postal Code:	06877
Entity Type:	LLC:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2647000	INCEPTOR
Registration Number:	2548366	INCEPTOR
Registration Number:	2750974	DRIVING CONVERSION MARKETING INCEPTOR
Registration Number:	2519471	WORD OF NET

**CORRESPONDENCE DATA**

Fax Number: (860)251-5935  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (860) 251-5935  
Email: trademarks@goodwin.com  
Correspondent Name: Linda P. Casillo, Paralegal  
Address Line 1: Shipman & Goodwin LLP  
Address Line 2: One Constitution Plaza  
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:	59430-44
NAME OF SUBMITTER:	Linda P. Casillo, Paralegal

Total Attachments: 6  
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**AMENDMENT TO TRADEMARK COLLATERAL  
ASSIGNMENT AND SECURITY AGREEMENT**

This **AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (this "Amendment") is made as of December 3, 2004, by and among **INCEPTOR, INC.**, a Delaware corporation (the "Assignor"), and **EACH OF THE LENDERS LISTED ON SCHEDULE 1 HERETO** (collectively, the "Lenders").

RECITALS

**WHEREAS**, the Assignor and the Initial Lenders (as defined on Schedule 1 hereto) are parties to that certain Trademark Collateral Assignment and Security Agreement dated as of July 9, 2004 (the "Existing Agreement") securing the Assignor's obligations pursuant to that certain Note and Warrant Purchase Agreement dated as of July 9, 2004 (the "Original Purchase Agreement") and each of the convertible promissory notes issued pursuant to the Original Purchase Agreement (the "Initial Notes"); and

**WHEREAS**, (i) the Assignor issued additional convertible promissory notes pursuant to the Original Purchase Agreement, (ii) the Assignor has requested that the Lenders provide additional financing, (iii) the Initial Lenders have agreed to advance the Assignor an aggregate additional principal amount of \$750,000, and (iv) other Lenders may also agree to advance to the Assignor additional principal amounts; and

**WHEREAS**, as a condition of the additional financing, the Lenders have required that this Amendment be executed by the parties hereto, and the parties are willing to execute this Amendment and to be bound by the provisions hereof.

**NOW, THEREFORE**, for the mutual considerations contained in this Agreement, Assignor and Lenders hereby agree as follows:

**A. Amendments.**

1. Purchase Agreement. Any and all references to the "Purchase Agreement" in the Existing Agreement shall mean the Purchase Agreement, as amended and supplemented by that certain Supplement to Note and Warrant Purchase Agreement dated as of December 3, 2004 among the Assignor and the Lenders party thereto, as may be further supplemented and amended from time to time.

2. Security Agreement. Any and all references to the "Security Agreement" in the Existing Agreement shall mean the Security Agreement, as amended by that certain First Amendment to Security Agreement dated of even date herewith among the Assignor and the Lenders party thereto, and as may be further amended from time to time.

3. Notes. Any and all references to the “Notes” in the Existing Agreement shall mean all convertible promissory notes issued pursuant to the Purchase Agreement (as defined in Section 1 above).

4. Schedule 1. Schedule 1 to the Existing Agreement is hereby amended and restated in its entirety in the form of Schedule 1 attached hereto. All Lenders listed on Schedule 1 shall be deemed a Lender for all purposes of the Existing Agreement. The Assignor shall prepare and provide to each Lender an updated Schedule 1 each time additional Notes are issued.

5. Representations and Warranties. The Assignor hereby restates as of the date hereof each of the representations and warranties contained in the Existing Agreement.

**B. Miscellaneous Provisions.**

1. Ratification. Except as expressly amended hereby, all terms and conditions set forth in the Existing Agreement shall remain in full force and effect.

2. Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement, and it shall not be necessary when making proof of this Amendment or any counterpart thereof to account for any other counterpart.

3. Governing Law. This Amendment shall be construed in accordance with and governed by the law of the Commonwealth of Massachusetts, without regard to principles of conflicts of law.

4. Effectiveness. This Amendment shall be deemed effective when executed by the Assignor and Lenders representing a Majority-in-Interest of the Purchasers (as defined in the Purchase Agreement).

[Remainder of page intentionally left blank. Next page is signature page.]

IN WITNESS WHEREOF, this Amendment to Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

**INCEPTOR, INC.**

By:   
Name: Victor D. Aguiar  
Title: CEO

**SI VENTURE FUND II, L.P.**

By: SI Venture Management, II, LLC, its  
General Partner

By: \_\_\_\_\_  
Name:  
Title: Managing Member

**CROSSBOW VENTURE PARTNERS, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

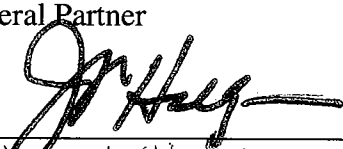
**IN WITNESS WHEREOF**, this Amendment to Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

**INCEPTOR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SI VENTURE FUND II, L.P.**

By: SI Venture Management, II, LLC, its  
General Partner

By:   
Name: John Halligan  
Title: Managing Member

**CROSSBOW VENTURE PARTNERS, L.P.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, this Amendment to Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

**INCEPTOR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**SI VENTURE FUND II, L.P.**

By: SI Venture Management, II, LLC, its  
General Partner

By: \_\_\_\_\_  
Name:  
Title: Managing Member

**CROSSBOW VENTURE PARTNERS, L.P.**

By: Ravi Ugale  
Name: RAVI M. UGALE  
Title: VICE-PRESIDENT



**SCHEDULE 1  
SCHEDULE OF LENDERS**

<p>SI Venture Fund II, L.P.* 12600 Gateway Blvd. Fort Myers, FL 33913 Facsimile: (941) 561-4916</p>	<p>Joel Mesznik c/o Mesco Ltd. 470 Main Street, Suite 315 Ridgefield, CT 06877</p>
<p>Crossbow Venture Partners, L.P.* One North Clematis Street Suite 510 West Palm Beach, FL 33401-5523 Facsimile: (561) 838-4105</p>	<p>SI Services Company, L.L.C. c/o SI Ventures Attn: Manuel Fernandez 12600 Gateway Blvd. Fort Myers, FL 33913-8006</p>
<p>Valentis Investors LLC c/o Wexford Capital LLC Attn: Paul Jacobi, V.P. 411 West Putnam Avenue Greenwich, CT 06830 Facsimile: (203) 862-7374</p>	<p>Manuel Fernandez c/o SI Venture II, L.P. 12600 Gateway Blvd. Fort Myers, FL 33913-8006</p>
<p>MU-Centive LLC c/o Mesco Ltd. 470 Main Street, Suite 315 Ridgefield, CT 06877</p>	<p>John F. Halligan c/o SI Venture II, L.P. 12600 Gateway Blvd. Fort Myers, FL 33913-8006</p>
<p>MI-2 Capital LLC c/o Mesco Ltd. 470 Main Street, Suite 315 Ridgefield, CT 06877</p>	
<p>William Bernstein c/o Mesco Ltd. 470 Main Street, Suite 315 Ridgefield, CT 06877</p>	

\*Initial Lenders