

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
Ikobo, Inc.		09/07/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TTP Fund, L.P.		
Street Address:	1230 Peachtree Street NW, Suite 1150		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309		
Entity Type:	LIMITED PARTNERSHIP: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78056416	I KOBO	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048817000		
Email:	ipatl@alston.com		
Correspondent Name:	Wendy L. Robertson, Esq.		
Address Line 1:	1201 W. Peachtree Street		
Address Line 2:	c/o Alston & Bird LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
NAME OF SUBMITTER:	Wendy L. Robertson		
Signature:	/Wendy L. Robertson/		
Date:	09/26/2005		

OP \$40.00 78056416

Total Attachments: 6

900032803

**TRADEMARK
 REEL: 003165 FRAME: 0518**

source=Trademark Security Agreement in Favor of TTP Fund L P #page1.tif
source=Trademark Security Agreement in Favor of TTP Fund L P #page2.tif
source=Trademark Security Agreement in Favor of TTP Fund L P #page3.tif
source=Trademark Security Agreement in Favor of TTP Fund L P #page4.tif
source=Trademark Security Agreement in Favor of TTP Fund L P #page5.tif
source=Trademark Security Agreement in Favor of TTP Fund L P #page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 7, 2005, executed by IKOBO, INC., a Delaware corporation (the "Grantor"), in favor of TTP FUND, L.P., a Georgia limited partnership, for itself and as collateral agent for the benefit of Purchasers (as defined in the Note Purchase Agreement referred to below), and their respective successors and assigns (the "Collateral Agent"). Capitalized terms used in this Agreement shall have the meanings set forth in the Security Agreement (as defined below) unless specifically defined herein.

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of the date hereof, among the Grantor and the initial Purchasers listed therein (the "Note Purchase Agreement"), the Debtor has issued or may issue to the Purchasers Convertible Notes in an aggregate principal amount of up to \$2,350,000 (the "Notes");

WHEREAS, the Grantor has entered into a Security Agreement (the "Security Agreement") pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Purchasers, a continuing security interest in, among other things, the Intellectual Property Collateral of the Grantor, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds of any of the foregoing, as security for all of the Secured Obligations; and

WHEREAS, it is a condition precedent to the obligations of the Purchasers under the Note purchase Agreement that the Grantor grant to the Collateral Agent, for its benefit and the benefit of the Purchasers, a security interest in the Property (as defined herein).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark.

“Trademarks” means all of the following: all service marks, trademarks, service mark and trademark registrations, trade names and trademark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world except as to those to which an unaffiliated third party has a reversionary interest, including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Secured Obligations, the Grantor hereby pledges, hypothecates, sets over and conveys a security interest to Collateral Agent, for the benefit of the Purchasers, and does hereby grant to Collateral Agent, for the benefit of the Purchasers, a continuing security interest in, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights (other than Trademark Licenses) and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, includ-

ing, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the grant set forth above shall not be effective as a transfer of title to the Property unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, and until such time, the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, including (without limitation) licensing or cross licensing of the Property to others in connection with settlement of claims or counterclaims for infringement of intellectual property rights, but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property, provided, however, that the foregoing shall not impose an obligation on the Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business. The Grantor agrees not to sell or assign its interest in, or grant any sublicense under, the Property, except that the Grantor may sublicense the Property in the ordinary course of the Grantor's businesses but only in a manner consistent with the preservation of the current substance, validity and registration, and the security interest granted in, such Property. Upon the exercise by the Collateral Agent of the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in the Property, Grantor's ownership of the Collateral, in which a continuing security interest under this paragraph has been granted to Collateral Agent, for the benefit of the Purchasers, shall be terminated.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Collateral Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement. At any time and from time to time prior to such termination, the Collateral Agent may, in accordance with the Security Agreement, terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Collateral Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, releases and other instruments as the Grantor may reasonably request (but without recourse or warranty by Collateral Agent or any Secured Creditor) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark

License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

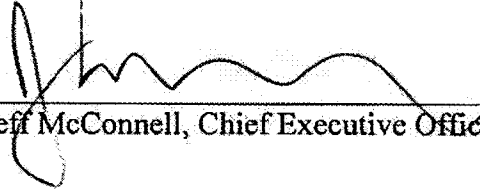
6. The Grantor further agrees that (a) neither the Collateral Agent nor any Purchaser shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement and in accordance with its prudent business judgment, (b) the Grantor shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to (i) comply with the requirements of the preceding clause (a) with regard to the maintenance of any registered Property or, (ii) with regard to infringements of or actions against any Property, commence efforts to comply with the requirements of the preceding clause (a) within thirty days after the Grantor gives notice of such infringement or action to the Collateral Agent (or such shorter time determined by the Collateral Agent if waiting thirty days would diminish the Collateral Agent's security interest in or other rights in and to the Property), the Collateral Agent may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Collateral Agent and the Purchasers for all expenses, including attorneys' fees, incurred by the Collateral Agent and the Purchasers in protecting, defending and maintaining the Property.

7. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

[Signatures on following page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.


IKOBO, INC.

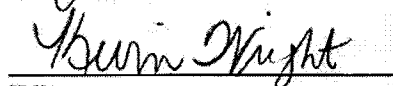
By: 
Jeff McConnell, Chief Executive Officer

Signed, sealed and delivered
this 7th day of September, 2005


Notary Public

Notary Public, Cobb County, Georgia
My Commission Expires Aug. 3, 2007
My Commission expires:


Witness


Witness

[Signature Page to Trademark Security Agreement]

Schedule I

to Trademark Security Agreement

PENDING AND REGISTERED U.S. TRADEMARKS

<i>TRADEMARK</i>	<i>SERIAL/ REGISTRATION NO.</i>	<i>FILING/ REGISTRATION DATE</i>	<i>STATUS</i>
I KOBO and design	78/056,416	October 8, 2002	Pending Application

TRADEMARK LICENSES

None