

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
Gallery Holdings, LLC		11/10/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Freidenrich Twenty-Fifty, Ltd.
Street Address:	300 Hamilton Avenue
Internal Address:	4th Floor
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78208864	123SCREEN
Serial Number:	78541404	HR PLUS
Serial Number:	78541773	INTELLIGENCE WITH DILIGENCE
Serial Number:	78626669	SIGNATURE SOLUTION
Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU
Registration Number:	2331767	STAT AMERICA
Registration Number:	2399128	TQ EMPLOYMENT SCREENING
Registration Number:	1823127	HR PLUS

CORRESPONDENCE DATA

Fax Number: (415)421-2922
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415.421.6500
 Email: serwin@sflaw.com

CH \$215.00 78208864

Correspondent Name: Jeffrey A. O'Connell, Esq.
Address Line 1: One Maritime Plaza
Address Line 2: 18th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	6515-2
NAME OF SUBMITTER:	Nelson E. Matthews, Jr.
Signature:	/Nelson E. Matthews, Jr./
Date:	11/14/2005

Total Attachments: 13
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THE INDEBTEDNESS EVIDENCED HEREBY IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT EFFECTIVE AS OF NOVEMBER 10, 2005 (AS THE SAME MAY BE FURTHER AMENDED, EXTENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME) BY AND AMONG COLORADO BUSINESS BANK, FREIDENRICH TWENTY-FIFTY, LTD., AND GALLERY HOLDINGS, LLC

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 10, 2005, is made between Gallery Holdings, LLC, a Delaware limited liability company, having its chief executive office and principal place of business at 300 Hamilton Avenue, 4th Floor, Palo Alto, CA 94301 (the "Borrower"), Freidenrich Twenty-Fifty, Ltd., a California Limited Partnership (the "Lender").

Borrower and Lender agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Note Purchase Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Note Purchase Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Note Purchase Agreement" means that certain Note Purchase Agreement dated November 10, 2005 made by Borrower in favor of Lender, as amended, modified, renewed, extended or replaced from time to time.

"Person" means an individual, corporation, partnership, joint venture, trust, unincorporated organization, governmental agency or authority, or any other entity of whatever nature.

"PT Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" means the indebtedness, liabilities and other obligations of Borrower to Lender, whether created under, arising out of or in connection with this Agreement, the Note, or the other Note Documents, including without limitation, all unpaid principal of the Note, all interest accrued thereon, all fees and all other amounts payable by Borrower to Lender thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Borrower of any bankruptcy or insolvency proceeding naming such Person as the debtor in such proceeding.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) In this Agreement, (i) the meaning of defined terms shall be equally applicable to both the singular and the plural forms of the terms defined; and (ii) the captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Borrower hereby assigns, transfers and conveys to the Lender, and grants a security interest in to the Lender, in all of the Borrower’s right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “PT Collateral”):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached to this Agreement and made a part of this Agreement, and (I) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (II) all income, royalties, damages and payments now and hereafter due and/or payable under and 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 (all of the foregoing patents and applications, together with the items described in clauses (I) through (IV) are sometimes individually and/or collectively referred to in this Agreement as the “Patents”);

(ii) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached to this Agreement and made a part thereof, and (I) renewals thereof, (II) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment 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 (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (I) through (IV), are sometimes individually and/or collectively referred to in this Agreement as the “Trademarks”);

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing PT Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing PT Collateral.

(vii) Notwithstanding anything to the contrary herein or in the Note Purchase Agreement or any other Note Document, such grant of security interest in and lien shall not extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by Borrower in each case as licensee or otherwise, to the extent that (a) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license or other agreement applicable thereto (unless and solely to the extent that any such restriction on assignment or encumbrance is ineffective under the UCC or other applicable law), without the consent of the licensor thereof or other applicable party thereto and (b) such consent has not been obtained; provided, further, that the foregoing grant of security interest and lien shall extend to, and the term "Collateral" shall include, (i) any and all proceeds of such general intangibles to the extent that any anti-assignment clause in any agreement relating thereto does not restrict the assignment or encumbering of such proceeds or, if assignment or the granting of a lien in such proceeds is so restricted, solely to the extent that such restriction is ineffective under the UCC or other applicable law and (ii) immediately upon the consent of any such licensor or other applicable party to the assignment or encumbrance of any such otherwise excluded general intangibles being obtained (which Owner shall use commercially reasonable efforts to obtain, except for commercial shrink-wrap licenses with third parties), such general intangibles as well as any and all proceeds thereof that theretofore might have been excluded from such grant of a security interest and the term "Collateral".

(b) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the PT Collateral which shall remain in effect until terminated in accordance with Section 18.

SECTION 3. Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The Borrower acknowledges that the rights and remedies of the Lender with respect to the security interest in the PT Collateral granted hereby are more fully set forth in the Security Agreement and the other Note Documents and all such rights and remedies are cumulative.

SECTION 4. Representations and Warranties. The Borrower represents and warrants to the Lender that:

(a) Patents. A true and correct list of all of the existing PT Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Borrower, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of that part of all of the existing PT Collateral that consists of registered U.S. trademarks, trademark registrations and/or applications owned by the Borrower, in whole or in part, is set forth in Schedule B.

SECTION 5. Further Acts. On a continuing basis, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, or subject to Section 6 to ensure the Borrower's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the PT Collateral, including any documents for filing with the PTO and/or any applicable state office; provided, however, that the Borrower shall have no obligation to perfect Lender's security interest in any Patents or Trademarks registered outside the United States of America. The Lender may record this Agreement or an abstract thereof with the PTO, at the expense of the Borrower, or to the extent necessary or advisable to perfect the Lender's security interest therein, any other document describing the Lender's interest in the PT Collateral with the PTO, at the expense of the Borrower. Notwithstanding anything to the contrary in the foregoing, the Borrower shall not be obligated to take, or to omit to take, directly or through others under its control, any action with respect to any Patent or Trademark which Borrower, in its commercially reasonable judgment, has otherwise determined not to maintain, protect, preserve, care for or enforce.

SECTION 6. Future Rights. Except as otherwise expressly agreed to in writing by the Lender, if and when the Borrower shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to the Lender prompt notice thereof if and to the extent relating to any such right that is registered with or applied for with the PTO. The Borrower shall do all things deemed necessary or advisable by the Lender to ensure the validity, perfection, priority and enforceability of the security interests of the Lender in such future acquired PT Collateral. The Borrower hereby authorizes the Lender to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Borrower's behalf and as its attorney-in-fact to include any such future PT Collateral and to cause such reexecuted Agreement or abstract or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7. Lender Appointed Attorney-in-Fact. The Lender shall have the right to, in the name of the Borrower, or in the name of the Lender or otherwise, without notice to or assent by the Borrower, and the Borrower hereby constitutes and appoints the Lender (and any of the Lender's officers or employees or agents designated by the Lender) as the Borrower's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Lender: (i) to

sign and file in the name of the Borrower any financing statement (with or without Borrower's signature) in the applicable filing office and to file with the PTO any other instrument and any modification, supplement or amendment to this Agreement or abstract (including any described in Section 6), and provide notice of the Lender's security interest in the PT Collateral; and (ii) upon the occurrence and during the continuance of any Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Borrower, which is necessary or advisable to otherwise perfect or continue the perfection of, maintain, preserve and protect the PT Collateral and to accomplish the purposes of this Agreement, including (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the PT Collateral, (B) to assert or retain any rights under any license agreement for any of the PT Collateral, including any rights of the Borrower arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Lender to use the PT Collateral, to grant or issue any exclusive or non-exclusive license with respect to any PT Collateral, and to assign, convey or otherwise transfer title in or dispose of the PT Collateral; provided, however, that in no event shall the Lender have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the PT Collateral to any Person, including itself, without the Borrower's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Secured Obligations have not been paid and performed in full. The Borrower hereby ratifies, to the extent permitted by law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8. Lender Performance of Borrower Obligations. Upon the occurrence and during the continuance of any Event of Default, the Lender may perform or pay any obligation which the Borrower has agreed to perform or pay under or in connection with this Agreement, and the Borrower shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 8.

SECTION 9. Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by the Lender hereunder to the extent required under applicable law, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the PT Collateral.

SECTION 10. Remedies. Upon the occurrence and during the continuance of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a Lender under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Borrower agrees that the Lender shall at all times have such royalty free licenses, to the extent permitted by law, for any PT Collateral that is reasonably necessary to permit the exercise of any of the Lender's rights or remedies upon the occurrence and during the continuance of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Lender deems necessary or advisable, in the name of the Borrower or the Lender, to enforce or protect any PT Collateral, and any license thereunder, in which event the Borrower shall, at the request

of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement.

SECTION 11. Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including by email or facsimile transmission) and shall be mailed, sent or delivered at or to the address, email address or facsimile number of the respective party or parties set forth on the signature pages hereof, or at or to such other address, email address or facsimile number as such party or parties shall have designated in a written notice to the other party or parties. All such notices and communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail, upon the earlier of the date of receipt or five Business Days after deposit in the mail, first class (or air mail, with respect to communications to be sent to or from the United States), postage prepaid; (iii) sent by facsimile transmission; or (iv) sent by email.

SECTION 12. No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 13. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower and the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY PT COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.

SECTION 15. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 16. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 18. Termination. Upon the payment and performance in full of all Secured Obligations, the security interests contemplated by this Agreement shall terminate and the Lender shall promptly execute and deliver to the Borrower such documents and instruments reasonably requested by the Borrower as shall be necessary to evidence termination of all security interests given by the Borrower to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

SECTION 19. Incorporation by Reference from Note Purchase Agreement. The provisions of Sections 17.4 and 17.5 of the Note Purchase Agreement shall be incorporated herein by reference under this Agreement, except that all references therein to "Company" shall refer to "Borrower" hereunder and "Friedenrich" shall refer to "Lender" hereunder, "Agreement" shall be deemed to mean and refer to this Agreement and the Person to whom notice should be given pursuant to Section 15 thereunder shall be the same Person hereunder.

SECTION 20. Conflict. This Agreement is given in conjunction with, and is governed by the terms of, the Note and the Note Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Note and the Note Purchase Agreement, the terms of the Note and the Note Purchase Agreement shall control.


SECTION 21. Junior Security Interest. Lender acknowledges that Borrower has contemporaneously herewith granted a security interest, senior to Lender's, in the PT Collateral to secure the payment in full of certain obligations of Borrower. The parties acknowledge that such interest granted is a senior lien interest and that Lender's rights, and Borrower's obligations hereunder, are subject to the terms and conditions of the Intercreditor Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GALLERY HOLDINGS, LLC

By Tregaron Management, LLC

Its: Manager


Nelson E. Matthews, Jr., Active Member


Matthew Todd Collins, Active Member

300 Hamilton Avenue, 4th Floor,
Palo Alto, CA 94301
Attn: Tregaron Management, LLC
Fax: (650) 670-8906
email: tcollins@enduranceinternational.com

**FREIDENRICH TWENTY-FIFTY, LTD., A
CALIFORNIA LIMITED PARTNERSHIP**

By _____
Robert Burlinson, Chief Investment Officer,
Freidenrich Family Partnership, LP, General
Partner

300 Hamilton Avenue, 4th Floor,
Palo Alto, CA 94301
Attn: Robert Burlinson
Fax: (650) 328-8044
email: burlinson@regisllc.com

GALLERY HOLDINGS, LLC

By Tregaron Management, LLC

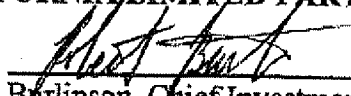
Its: Manager

Nelson E. Matthews, Jr., Active Member

Matthew Todd Collins, Active Member

300 Hamilton Avenue, 4th Floor,
Palo Alto, CA 94301
Attn: Tregaron Management, LLC
Fax: (650) 670-8906
email: tcollins@enduranceinternational.com

**FREIDENRICH TWENTY-FIFTY, LTD., A
CALIFORNIA LIMITED PARTNERSHIP**

By 
Robert Burlinson, Chief Investment Officer,
Freidenrich Family Partnership, LP, General
Partner

300 Hamilton Avenue, 4th Floor,
Palo Alto, CA 94301
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email: burlinson@regisllc.com

SCHEDULE A
to the Patent and Trademark Security Agreement

BORROWER

Issued U.S. Patents of the Borrower

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
None			

Pending U.S. Patent Applications of the Borrower

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
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See below

U.S. Patent Application No. 11/103,708

Filing Date: 11 April 2005

Title: System and method for capturing and applying a legal signature to documents over a network

Status: Patent Pending

Initially assigned to Gallery Associates, LLC - 24 May 2005

Amendment to Patent Assignment to assign to Gallery Associates, Inc. filed on or prior to November 10, 2005.

Recorded: Reel 016504/Frame 0581

SCHEDULE B
to the Patent and Trademark Security Agreement

BORROWER

U.S. Trademarks of the Borrower

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
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See below

<u>Word Mark</u>	<u>Reg. Num.</u>	<u>Serial Num.</u>	<u>Status</u>
123SCREEN	n/a	78208864	Dead
HR PLUS	n/a	78541404	Live
INTELLIGENCE WITH DILIGENCE	n/a	78541773	Live
SIGNATURE SOLUTION	n/a	78626669	Live
BUILDING A GREAT WORKFORCE WITH YOU	2882823	78063105	Live
STAT AMERICA	2331767	75609009	Live
TQ EMPLOYMENT SCREENING	2399128	75608342	Live
HR PLUS	1823127	74383240	Dead

Pending U.S. Trademark Applications of the Borrower

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
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None