

04-26-2007

4-25-07



MRD 4/26/07

103399614

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

INTERO FRANCHISE SERVICES, INC.
10275 N. DE ANZA BLVD.
CUPERTINO, CA 95014

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) April 13, 2007

- Assignment Merger
- Security Agreement Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BRIDGE BANK, N.A.

Internal Address: 55 ALMADEN BLVD.

Street Address: 55 ALMADEN BLVD.

City: SAN JOSE

State: CA

Country: US Zip: 95113

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

SEE EXHIBIT A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: BRIDGE BANK, N.A.
55 ALMADEN BLVD.

Internal Address: _____

Street Address: 55 ALMADEN BLVD.

City: SAN JOSE

State: CA Zip: 95113

Phone Number: 408-556-8325

Fax Number: 408-282-1680

Email Address: Van.vu@Bridgebank.com

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Van Vu
Signature

4/25/07
Date

04/26/2007 D BYRNE 00000139 78450479

40.00 DP
175.00 DP
Fee of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A

INTERO HOLDINGS, INC. SALE OF SERVICE MARKS TO INTERO FRANCHISE SERVICES, INC.

Name of Mark	Serial Number	Registration Number	Registration Date	Class
INTERO BUSINESS BROKERS	78/450,479	2,926,453	02/15/05	036
INTERO COMMERCIAL (stylized, with design)	78/360,034	3,026,683	12/13/05	036,042
INTERO FRANCHISING	78/620,015	3,046,209	01/17/06	035
INTERO REAL ESTATE SERVICES	78/164,053	2,764,317	09/16/03	036, 042
INTERO REAL ESTATE SERVICES	78/450,481	3,024,787	12/6/05	035
INTERO REAL ESTATE SERVICES (with design)	78/517,644	3,083,812	4/18/06	035
INTERO REAL ESTATE SERVICES (with design)	78/517,664	3,097,514	5/30/06	036
RESORTS BY INTERO REAL ESTATE SERVICES (w/design)	78/620,004	**		036

** Final registration number has not been issued. Notice of allowance was issued on June 6, 2006. Pending filing of statement of use or second extension of time, which must be filed before June 5, 2007.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 13, 2007, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and **INTERO FRANCHISE SERVICES, INC.** ("Grantor") is made with reference to the Promissory Note, dated as of **April 13, 2007** (as amended from time to time, the "Note"), between Lender and Grantor. Terms defined in the Note have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights").

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks").

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit A;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

TRADEMARK

REEL: 003530 FRAME: 0398

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

GRANTOR:

INTERO FRANCHISE SERVICES,
INC.

By: Eugene A. Bleari
Name: EUGENE A. BLEFART
Title: FOUNDER, PRESIDENT & CEO

Address for Notices:

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Martin Kuester
Title: Vice President

Address for Notices:
Attn: Note Department
55 Almaden Blvd.
San Jose, CA 95113
Tel: (408) 556-8312
Fax: (408) 282-1680