

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	IP Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOUNDLESS NETWORK, INC.		02/29/2008	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	ESCALATE CAPITAL I, L.P., a Delaware limited partnership
Street Address:	2400 Sand Hill Road
Internal Address:	Suite 201
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	ESCALATE CAPITAL MANAGEMENT I, its general partner
Street Address:	2400 Sand Hill Road
Internal Address:	Suite 201
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	CORPORATION:

Name:	EC MANAGMENT I, L.P., a general partner
Street Address:	2400 Sand Hill Road
Internal Address:	Suite 201
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED PARTNERSHIP:

Name:	ESCALATE CAPITAL MANAGEMENT CO., LLC, its general partner
Street Address:	2400 Sand Hill Road

OP \$115.00 77235563

Internal Address:	Suite 201
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77235563	BOUNDLESS NETWORK
Serial Number:	77235567	BOUNDLESS NETWORK
Serial Number:	77235562	BRANDFORGE
Serial Number:	77240141	BRANDFORGE PIGGY-BACKED BUYING POWER

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-1500
Email: sroberts@pattonboggs.com
Correspondent Name: V. Craig Belair
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023854.0113
NAME OF SUBMITTER:	V. Craig Belair
Signature:	/V. Craig Belair/
Date:	03/07/2008

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 29, 2008 by and between Escalate Capital I, L.P. ("Lender") and Boundless Network, Inc. ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

200 East 6th Street
Suite 300
Austin, TX 78701

BORROWER:

BOUNDLESS NETWORK, INC.

By: *Dan Korman*
Name: GARY KLOFNOVEC
Title: CFO

Address of Lender:

LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Borrower:

BORROWER:

BOUNDLESS NETWORK, INC.

By: _____

Name: _____

Title: _____

Address of Lender:

2400 Sand Hill Road
Suite 201
Menlo Park, CA 94025

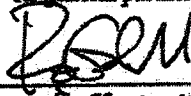
LENDER:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: 
Name: Edgar C. ...
Title: Member

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
Copyrights

None.

SCHEDULE B

Patents

Title	Application Number	Application Date
System and Method for Network-Based Buyer Purchasing and Communication <i>(Provisional)</i>	60/844,566	09/14/06
System and Method for Network-Based Purchasing <i>(Conversion of Provisional Application Serial No. 60/844,566)</i>	11/901,043	09/14/07
System and Method for Network-Based Purchasing <i>(Conversion of Provisional Application Serial No. 60/844,566)</i>	11/901,032	09/14/07
Creation of Promotional Shipment Plans <i>(Non-Provisional)</i>	11/957,620	12/17/07
Client Integrated Artwork/File Repository System <i>(Non-Provisional)</i>	12/021,466	02/29/08
Method for Continuous Sampled Satisfaction Polling <i>(Non-Provisional)</i>	12/021,801	02/29/08
Product Idea Sharing Algorithms <i>(Non-Provisional)</i>	12/021,694	02/29/08

SCHEDULE C

Trademarks

Description	Application Number	Application Date
Boundless Network	July 22, 2007	77/235563
Boundless Network and Design	July 22, 2007	77/235567
BrandForge	July 22, 2007	77/235562
BrandForge Piggy-Backed Buying Power and Design	July 26, 2007	77/240141

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