

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
LimoRes, Inc.		04/24/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Emigrant Bank		
Street Address:	6 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Savings Bank: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77224989	LIMORES.NET	
Registration Number:	3251752	ON TIME EVERY TIME	
Registration Number:	3172427	ON TIME ANYWHERE	
Registration Number:	3172419	ON TIME EVERYWHERE	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2122182100		
Email:	dsharrott@fchs.com, apelaez@fchs.com		
Correspondent Name:	Douglas Sharrott		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	03491.000008		
NAME OF SUBMITTER:	Andrea Pelaez		

CH \$115.00 77224989

Signature:

/a pelaez/

Date:

04/30/2008

Total Attachments: 3

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3 **INTELLECTUAL PROPERTY SECURITY AGREEMENT**
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5 This Intellectual Property Security Agreement is entered into as of April 24, 2008, between Emigrant Bank
6 (“EB”), and LimoRes, Inc. (“Grantor”).
7

8
9 **RECITALS**

10
11 A. EB has agreed to make a term loan available to Grantor (the “Loan”) in the amount and manner set
12 forth in that certain Loan Agreement by and between EB, Grantor and certain other Borrowers, dated as of April 24,
13 2008 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”;
14 capitalized terms used herein are used as defined in the Loan Agreement). EB is willing to make the Loan to
15 Grantor, but only upon the condition, among others, that Grantor shall grant to EB a security interest in certain
16 copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.
17

18 B. Pursuant to the terms of the Security Agreement, dated as of April 24, 2008, by and between EB,
19 Grantor and certain other parties as grantors (the “Security Agreement”), Grantor has granted to EB a security
20 interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under
21 all of the Collateral.
22

23 NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and
24 intending to be legally bound, as collateral security for the prompt and complete payment when due of its
25 obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:
26

27 **AGREEMENT**
28

29 To secure its obligations under the Loan Agreement, Grantor grants and pledges to EB a security interest in
30 all of Grantor’s right, title and interest in, to and under its intellectual property Collateral (including without
31 limitation those patents and trademarks listed on Schedules A and B hereto), and including without limitation all
32 proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of
33 infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto
34 throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part
35 thereof.
36

37 This security interest is granted in conjunction with the security interest granted to EB under the Security
38 Agreement. The rights and remedies of EB with respect to the security interest granted hereby are in addition to
39 those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter
40 available to EB as a matter of law or equity. Each right, power and remedy of EB provided for herein or in the Loan
41 Agreement, the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity,
42 shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and
43 the exercise by EB of any one or more of the rights, powers or remedies provided for in this Intellectual Property
44 Security Agreement, the Loan Agreement, the Security Agreement or any of the other Loan Documents, or now or
45 hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including
46 EB, of any or all other rights, powers or remedies.
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48 [SIGNATURE PAGE FOLLOWS]

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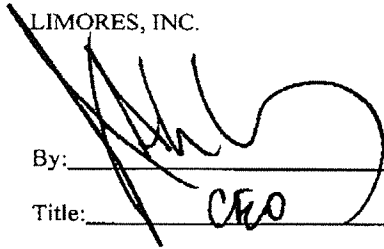
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:
134 W. 37th Street
2nd Floor
New York, New York 10018

Attn: Alex Mashinsky

GRANTOR:

LIMORES, INC.

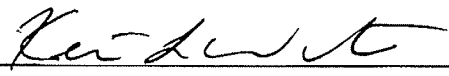

By: _____
Title: CEO

Address of EB:
6 East 43rd Street
New York, New York 10017

Attn: Karen Wold

EB:

EMIGRANT BANK


By: _____
Title: SVP

SCHEDULE A
PATENTS

IMATTERNO	COUNTRYID	TYPE	SERIALNO	PATENTNO	PUBLNO	TITLE	RELATED	STATUS
5624-3P	US	PRV	60/400,603			METHOD, SYSTEM AND APPARATUS FOR PROVIDING TRANSPORTATION SERVICES	5624-3P	EXPIRED
5624-3PUS	US	UTL	10/523,501		US-2005-0059023-A1	METHOD, SYSTEM AND APPARATUS FOR PROVIDING TRANSPORTATION SERVICES	5624-3PCT	PENDING
5624-3P/CIP	US	UTL	11/117,417			METHOD, SYSTEM AND APPARATUS FOR PROVIDING TRANSPORTATION SERVICES	5624-3PUS	ABANDONED
5624-3P/CIP2	US	UTL				METHOD, SYSTEM AND APPARATUS FOR PROVIDING TRANSPORTATION SERVICES	5624-3PUS	ABANDONED
5624-3PCT	WO	UTL	PCT/US03/24252			METHOD, SYSTEM AND APPARATUS FOR PROVIDING TRANSPORTATION SERVICES	5624-3P	NAT PHASE (US)
5624-10PCT	WO	UTL	PCT/US07/22961			METHOD SYSTEM FOR PROVIDING TRANSPORTATION SERVICES		PENDING

SCHEDULE B
TRADEMARKS

IMATTERNO	COUNTRYID	TMARK	APPNO	REGNO	STATUS
5624-2	US	TOWNCAR CHAUFFEURED PERFECTION AND DESIGN	78/622,730		ABANDONED
5624-6	US	LIMORES.NET ON TIME EVERYWHERE AND DESIGN	78/622,291		ABANDONED
5624-5	US	TRISTATE ON TIME EVERY TIME AND DESIGN	78/622,341		ABANDONED
5624-7	US	ON TIME EVERYWHERE	78/613,512	3,172,419	REGISTERED 11/14/06
5624-8	US	ON TIME ANYWHERE	78/616,679	3,172,427	REGISTERED 11/14/06
5624-4	US	ON TIME EVERY TIME	78/613,471		ABANDONED
5624-4A	US	ON TIME EVERY TIME	78/949,519	3,251,752	REGISTERED 6/12/07
5624-9	US	LIMORES.NET	77/224,989		PENDING Notice of Publication 4/9/08

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