

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
iCrossing, Inc.		04/23/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	as administrative agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77428552	NETWORK SENSE	
Serial Number:	77271373	GLOBAL ACTION TAG	
CORRESPONDENCE DATA			
Fax Number:	(650)849-4800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(650)849-4400		
Email:	mary.zimmerman@bingham.com		
Correspondent Name:	Mary R. Zimmerman		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	Three Embarcadero Center		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111-4067		
ATTORNEY DOCKET NUMBER:	2073414-0000332293		
NAME OF SUBMITTER:	Mary R. Zimmerman		
Signature:	/Mary R. Zimmerman/		

CH \$65.00 77428552

Date:

05/06/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into this 23 day of April, 2008, by and between Silicon Valley Bank ("Bank"), and iCrossing, Inc., a Delaware corporation (the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Grantor dated April __, 2008, as amended (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement and including, without limitation, those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto) which constitutes Collateral, and including without limitation 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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.

GRANTOR:

Address of Grantor:
14822 N. 73rd Street
Scottsdale, AZ 85260

Attn: Michael Jackson

iCrossing, Inc.

By: DM Scaler

Title: President + CEO

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

Attn: John Kinzer

SILICON VALLEY BANK

By: _____

Title: Director, Corporate Finance

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.

GRANTOR:

Address of Grantor:
14822 N. 73rd Street
Scottsdale, AZ 85260

iCrossing, Inc.

By: _____

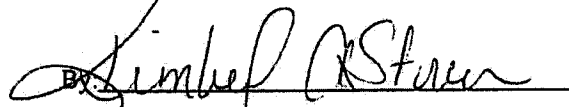
Attn: Michael Jackson

Title: _____

BANK:

Address of Bank:
3003 Tasman Drive
Santa Clara, CA 95054

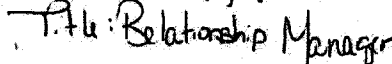
SILICON VALLEY BANK

By: 

Attn: John Kinzer



Title: Director, Corporate Finance


Title: Relationship Manager

[Signature Page to IP Security Agreement (iCrossing)]

A/72505371

TRADEMARK
REEL: 003772 FRAME: 0428

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Issue/ Application Date</u>
Online Advertising System and Method	11/614,715	12/21/2006
System and Method for Improving the Search Visibility of a Web Page	11/615,330	12/22/2006
System and Method for Monitoring a User's Online Activity	11/749,713	05/16/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
How America Searches	78/742,711	10/28/2005
Dynamo	78/972,250	09/12/2006
We're For Finding	78/953,294	08/16/2006
B2A	78,951,541	08/14/2006
Ipersonas	78/920,075	06/29/2006
Mcrossing	78/876,005	05/03/2006
C lcrossing, Inc. The Digital Marketing Network	78/808,331	02/06/2006
Adbuilder	78/722,081	09/28/2005
Connect Communicate Close	3,161,999	10/24/2006
Return on Trust	78/652,889	06/17/2005
Interest2Action	3,240,433	05/08/2007
Reverse Direct Marketing	2,847,046	05/25/2004
Icrossing	2,827,666	03/30/2004
Stay Relevant	3,155,776	10/17/2006
IC	3,105,753	06/20/2006
Network Sense	77/428,552	03/21/2008
Global Action Tag	77/271,373	09/04/2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date