



05-05-2008

U.S. DEPARTMENT OF COMMERCE  
Trademark Office

# RECORDATION FORM TRADEMARK



103500544

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-28-08

### 1. Name of conveying party(ies):

LimeLife, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 25, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: U.S. Venture Partners IX, L.P.

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2735 Sand Hill Road

City: Menlo Park

State: California

Country: U.S. Zip: 94025

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)  
78/471,583; 78/507,103; 78/549,640; 77/337,146; 77/337,136  
77/229,513

B. Trademark Registration No.(s)  
3,174,993; 3,199,462; 3,175,057

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: George J. Nemphos

Internal Address: Suite 2000

Street Address: 111 South Calvert Street

City: Baltimore

State: Maryland Zip: 21202-6114

Phone Number: 410-949-2900

Fax Number: 410-949-2901

Email Address: \_\_\_\_\_

### 6. Total number of applications and registrations involved:

9

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

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

### 8. Payment Information:

a. Credit Card 05/02/2008 00000044 841679 78471583  
Expiration Date 01 FC:8521 48.00 DA

b. Deposit Account 05/02/2008 00000044 841679 78471583  
Expiration Date 01 FC:8521 48.00 DA

Authorized User Name Mark C. Comtois

### 9. Signature:

Mark C. Comtois  
Signature

April 28, 2008  
Date

Mark C. Comtois  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 14

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

**NAME AND ADDRESS OF RECEIVING PARTIES**

1) Investor: (continued from cover sheet)

Address: (see cover sheet)

Limited Partnership

General Partner: Presidio Management Group IX, L. L. C.

Citizenship: Delaware

2) Investor: Rustic Canyon Ventures SBIC, LP

Address: 2425 Olympic Boulevard

Suite 6050W

Santa Monica, CA 90404

Limited Partnership

General Partner: Rustic Canyon SBIC Partners, L.P.

Citizenship: Delaware

3) Investor: i-Hatch Ventures, LP

Address: 584 Broadway

Suite 1103

New York, NY

Limited Partnership

General Partner: i-Hatch Management, L. L. C.

Citizenship: Delaware

4) Investor: Monitor Venture Partners I, L.P.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Partnership

General Partner: Monitor Venture Management, L. L. C.

Citizenship: Delaware

5) Investor: Monitor Venture Partners, L.P.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Partnership

General Partner: Monitor Venture Management, L. L. C.

Citizenship: Delaware

6) Investor: Monitor Venture Managers Fund I, L. L. C.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Liability Corporation

Citizenship: Delaware

7) Investor: Monitor Venture Partners I-A, L.P.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Partnership

General Partner: Monitor Venture Management 1-A, L. L. C.  
Citizenship: Delaware

8) Investor: Monitor Venture Partners A, L.P.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Partnership

General Partner: Monitor Venture Management 1-A, L. L. C.  
Citizenship: Delaware

9) Investor: Monitor Venture Managers Fund I-A, L. L. C.  
Address: 350 Cambridge Ave.  
Suite 325  
Palo Alto, CA 94306

Limited Liability Corporation

Citizenship: Delaware

10) Investor: Core Capital Partners Fund II, L.P.  
Address: 1401 I Street  
Suite 1000  
Washington, D.C. 20005

Limited Partnership

General Partner: Core Equity Partners II, LLC  
Citizenship: Delaware

11) Investor: Core Capital Partners II-S, L.P.  
Address: 1401 I Street  
Suite 1000  
Washington, D.C. 20005

Limited Partnership

General Partner: Core Equity Partners II, LLC  
Citizenship: Delaware

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2008 by and between each of the persons and entities, severally and not jointly, whose names are listed hereinbelow (each an "Investor" and together the "Investors") and LimeLife, Inc., a California corporation ("Grantor").

## RECITALS

A. Investors have agreed, pursuant to the terms and conditions of that certain Note and Warrant Purchase Agreement (the "Agreement") made as of the 13<sup>th</sup> day of March, 2008, to make certain advances of money and to extend certain financial accommodation to Grantor (the "Financing").

B. Investors are willing to make the Financing available to Grantor, but only upon the condition, among others, that Grantor shall grant to Investors a security interest in certain trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, servicemarks, servicemark registrations and servicemark applications, including, without limitation, the trademarks, trade names, brand names, servicemarks and applications and registrations thereof listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this paragraph B., are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks") along with the entirety of that portion of Grantor's business and the goodwill of Grantor's business connected with and symbolized by the Trademarks to secure the obligations of Grantor under the Agreement.

C. Pursuant to the terms of the Agreement, Grantor has granted to Investors 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 Agreement and all other agreements now existing or hereafter arising between Grantor and Investors, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Agreement and under any other agreement now existing or hereafter arising between Investors and Grantor, Grantor grants and pledges to Investors a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Trademarks listed on Exhibit

A hereto), 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 renewals and extensions thereof.

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

Grantor represents and warrants that Exhibit A attached hereto sets forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office.

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

**GRANTOR:**

**LIMELIFE, INC.**

By: \_\_\_\_\_  
Kristin McDonnell  
President and Chief Executive Officer

*Address:*  
4300 Bohannon Drive  
Suite 230  
Menlo Park, CA 94025  
Attn: Chief Executive Officer

**INVESTORS:**

**U.S. VENTURE PARTNERS IX, L.P.**

By: Presidio Management Group IX, L.L.C.,  
Its General Partner

By: \_\_\_\_\_  
Michael P. Maher  
Attorney-in-Fact

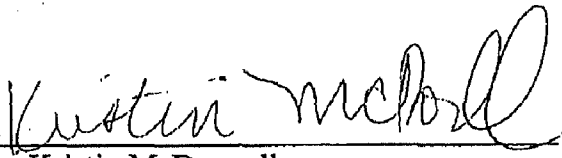
**RUSTIC CANYON VENTURES SBIC, LP**

*Address:*  
U.S. Venture Partners  
Attn: Chief Financial Officer  
2735 Sand Hill Road  
Menlo Park, CA 94025

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By: Presidio Management Group IX, L.L.C.,  
Its General Partner

*Address:*  
U.S. Venture Partners  
Attn: Chief Financial Officer  
2735 Sand Hill Road  
Menlo Park, CA 94025

By: \_\_\_\_\_  
Michael P. Maher  
Attorney-in-Fact

**RUSTIC CANYON VENTURES SBIC, LP**

By: Rustic Canyon SBIC Partners, L.P.  
Its General Partner

*Address:*  
2425 Olympic Boulevard  
Suite 6050W  
Santa Monica, CA 90404

By: \_\_\_\_\_  
Jon Staenberg  
Member

[Intellectual Property Security Agreement Signature Page]



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**GRANTOR:**

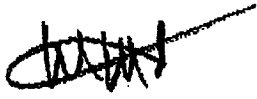
**LIMELIFE, INC.**

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President and Chief Executive Officer

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**INVESTORS:**

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By: Presidio Management Group IX, L.L.C.,  
Its General Partner

By: \_\_\_\_\_  
  
Michael P. Maher  
Attorney-in-Fact

*Address:*  
U.S. Venture Partners  
Attn: Chief Financial Officer  
2735 Sand Hill Road  
Menlo Park, CA 94025

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By: Rustic Canyon SBIC Partners, L.P.  
Its General Partner

By: \_\_\_\_\_  
Jon Staenberg  
Member

*Address:*  
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Attn: Chief Executive Officer

**INVESTORS:**

**U.S. VENTURE PARTNERS IX, L.P.**

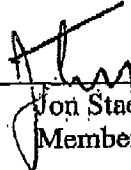
By: Presidio Management Group IX, L.L.C.,  
Its General Partner

By: \_\_\_\_\_  
Michael P. Maher  
Attorney-in-Fact

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By: Rustic Canyon SBIC Partners, L.P.  
Its General Partner


By: \_\_\_\_\_  
  
Von Staenberg  
Member

*Address:*  
2425 Olympic Boulevard  
Suite 6050W  
Santa Monica, CA 90404

[Intellectual Property Security Agreement Signature Page]

I-HATCH VENTURES, LP

Address: 584 BROADWAY, JR 1103  
599 Broadway, 11th Floor  
New York, NY 10012

By:   
~~Brad Parkas~~ RANDOLPH AUSTIN  
Managing Principal of the General Partner

MONITOR VENTURE PARTNERS I, L.P.  
MONITOR VENTURE PARTNERS, L.P.  
MONITOR VENTURE MANAGERS FUND I, L.L.C.

By: Monitor Venture Management, L.L.C.

Address:  
350 Cambridge Ave., Suite 325  
Palo Alto, CA 94306

By: \_\_\_\_\_  
Fern Mandelbaum  
Partner

MONITOR VENTURE PARTNERS I-A, L.P.  
MONITOR VENTURE PARTNERS A, L.P.  
MONITOR VENTURE MANAGERS FUND I-A, L.L.C.

By: Monitor Venture Management 1-A, L.L.C.

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Palo Alto, CA 94306

By: \_\_\_\_\_  
Fern Mandelbaum  
Partner

CORE CAPITAL PARTNERS FUND II, L.P.  
CORE CAPITAL PARTNERS II-S, L.P.

By: Core Equity Partners II, LLC  
Its General Partner

Address:  
1401 I St. NW, Suite 1000  
Washington, D.C. 20005

By: \_\_\_\_\_  
Tom Wheeler  
Managing Director

**I-HATCH VENTURES, LP**

*Address:*  
599 Broadway, 11th Floor  
New York, NY 10012

By: \_\_\_\_\_  
Brad Farkas  
Managing Principal of the General Partner

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**MONITOR VENTURE PARTNERS, L.P.**  
**MONITOR VENTURE MANAGERS FUND I, L.L.C.**

By: Monitor Venture Management, L.L.C. *Address:*  
350 Cambridge Ave., Suite 325  
Palo Alto, CA 94306

By: Neal A. Bhadkamkar  
Neal Bhadkamkar  
Partner

**MONITOR VENTURE PARTNERS I-A, L.P.**  
**MONITOR VENTURE PARTNERS A, L.P.**  
**MONITOR VENTURE MANAGERS FUND I-A, L.L.C.**

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Palo Alto, CA 94306

By: Neal A. Bhadkamkar  
Neal Bhadkamkar  
Partner

**CORE CAPITAL PARTNERS FUND II, L.P.**  
**CORE CAPITAL PARTNERS II-S, L.P.**

By: Core Equity Partners II, LLC  
Its General Partner *Address:*  
1401 I St. NW, Suite 1000  
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By: \_\_\_\_\_  
Tom Wheeler  
Managing Director

[Intellectual Property Security Agreement Signature Page]

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Its General Partner

*Address:*

1401 I St. NW, Suite 1000  
Washington, D.C. 20005

By: \_\_\_\_\_

  
Fern Wheeler  
Managing Director

[Intellectual Property Security Agreement Signature Page]

**TRADEMARK**  
**REEL: 003772 FRAME: 0944**

**EXHIBIT A**

**Trademarks**

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
LIMELIFE	3,174,993	November 21, 2006
LIMELIFE	78/471,583	August 23, 2004
LIMELIFE	3,199,462	January 16, 2007
GIRLS NIGHT OUT	3,175,057	November 21, 2006
GIRLS NIGHT OUT	78/507,103	October 27, 2004
WORD HEAVEN	78/549,640	January 19, 2005
FASHION MOGUL	77/337,146	November 26, 2007
SLEEK & CHIC	77/337,136	November 26, 2007
DAILY DOSE	77/229,513	July 13, 2007