

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
INSTILL CORPORATION		06/23/2008	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: 6			
Property Type	Number	Word Mark	
Registration Number:	2463806		
Registration Number:	2012246	E STORE	
Registration Number:	2509980	INSTILL	
Registration Number:	2483192	INSTILL MARKET INTELLIGENCE	
Registration Number:	2509112	INSTILL PURCHASE INSIGHT	
Registration Number:	2518082	INSTILL PURCHASE WEB	
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		

CH \$165.00 2463806

ATTORNEY DOCKET NUMBER:	0000328547
NAME OF SUBMITTER:	Mary R. Zimmerman
Signature:	/Mary R. Zimmerman/
Date:	06/27/2008
Total Attachments: 5 source=TMSecAgt_062308#page1.tif source=TMSecAgt_062308#page2.tif source=TMSecAgt_062308#page3.tif source=TMSecAgt_062308#page4.tif source=TMSecAgt_062308#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2008, is entered into by and between INSTILL CORPORATION, a Delaware corporation, formerly known as INTERCEPTOR ACQUISITION SUB, INC., a Delaware corporation and successor by merger to INSTILL CORPORATION, a California corporation (the "Grantor"), and SILICON VALLEY BANK (the "Assignee"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of December 17, 2007, among Assignee, ITN Holdings, LLC, a Delaware limited liability company, ITN Acquisition Sub, Inc., a Delaware corporation, iTradeNetwork, Inc., a Delaware corporation, as successor by merger to ITN Acquisition Sub, Inc., and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), that certain Assumption Agreement, dated as of June 23, 2008, made by the Grantor in favor of the Assignee (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Assumption Agreement"), and pursuant to that certain Credit Agreement, dated as of December 17, 2007, among ITN HOLDINGS, LLC, a Delaware limited liability company, ITN ACQUISITION SUB, INC., a Delaware corporation, ITRADENETWORK, INC., a Delaware corporation, as successor by merger to ITN Acquisition Sub, Inc., and certain Lenders and agents party thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement, the Assumption Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Assumption Agreement, Grantor has become a party to the Guarantee and Collateral Agreement;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Grantor to Assignee pursuant to the Guarantee and Collateral Agreement, Grantor hereby grants to Assignee a security interest in all of Grantor's right, title and interest in, to and under any Trademarks owned by Grantor, whether now owned or existing or at any time hereafter acquired or arising and wherever the same may be located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or

any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A, and (ii) the right to obtain all renewals thereof; provided however, "Trademarks" shall not include any United States intent-to-use trademark or service mark applications.

(b) Schedule A hereto contains a true and accurate list of all United States applications and registrations for Trademarks owned by Grantor.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or privileges provided for in this Agreement, in the Guarantee and Collateral Agreement, or now or hereafter existing at law or in equity shall not preclude any other or further exercise by any person, including the Assignee, of any or all other rights, powers or privileges. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. Notwithstanding the foregoing, Grantor authorizes the Assignee, upon notice to Grantor, to modify this Agreement without obtaining Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademark owned or subsequently acquired by Grantor (and Assignee will notify Grantor of such addition prior to filing any such amendment with the U.S. Patent and Trademark Office so that Grantor may confirm the accuracy of the information) or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest. Grantor agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any owned or subsequently acquired right, title or interest in any Trademark to the security interests created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.


Address of Grantor:

777 Mariners Island Boulevard
Suite 400
San Mateo, CA 94404

GRANTOR:

INSTILL CORPORATION, a Delaware corporation, formerly known as INTERCEPTOR ACQUISITION SUB, INC., a Delaware corporation and successor by merger to INSTILL CORPORATION, a California corporation

By:


Name: Robert Bonavito
Title: Chief Executive Officer

Address of Assignee:

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By:

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003805 FRAME: 0367

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

777 Mariners Island Boulevard
Suite 400
San Mateo, CA 94404

GRANTOR:

INSTILL CORPORATION, a Delaware corporation, formerly known as INTERCEPTOR ACQUISITION SUB, INC., a Delaware corporation and successor by merger to INSTILL CORPORATION, a California corporation

By: _____
Name:
Title:

Address of Assignee:

3003 Tasman Drive
Santa Clara, California 95054

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By: _____
Name: *Tom Smith*
Title: *Managing Director*

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003805 FRAME: 0368

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks:

Trademark	Jurisdiction	Registration Number	Registration Date
(Design only)	United States	2463806	06/26/2001
E STORE	United States	2012246	10/29/1996
INSTILL	United States	2509980	11/20/2001
INSTILL MARKET INTELLIGENCE	United States	2483192	08/28/2001
INSTILL PURCHASE INSIGHT	United States	2509112	11/20/2001
INSTILL PURCHASE WEB	United States	2518082	12/11/2001