

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
Software Impressions, LLC		08/21/2008	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1919 Pennsylvania, NW		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3246491	ETHICSADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Thomas E. Zutic		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	17295-136		
NAME OF SUBMITTER:	Thomas E. Zutic		
Signature:	/Thomas E. Zutic/		
Date:	08/29/2008		

OP \$40.00 3246491

Total Attachments: 6

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**ACKNOWLEDGMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This Acknowledgment of Intellectual Property Collateral Lien (this "Acknowledgment") is dated as of August 21, 2008, by Software Impressions, LLC, a Connecticut limited liability company (the "Grantor"), in favor of Allied Capital Corporation, a Maryland corporation, in its capacity as agent for the Lenders (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 3, 2006, by and between Integrity Interactive Corporation, a Delaware corporation (the "Borrower"), and the Agent (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), the Lenders have agreed to make the Loans to the Borrower on the terms and conditions set forth therein;

WHEREAS, Borrower has entered into a Securities Purchase Agreement by and among the Borrower, Grantor and the members of Grantor to purchase all of the membership interests of Grantor such that Grantor will become a Wholly-Owned Subsidiary (as defined in the Credit Agreement) of Borrower;

WHEREAS, as a Wholly-Owned Subsidiary of Borrower, Grantor has entered into a Guaranty Agreement dated as of the date hereof to guarantee payment and performance of the Obligations;

WHEREAS, pursuant to the terms of the Security Agreement dated as of the date hereof by and between the Grantor and the Agent (the "Security Agreement"), the Grantor granted to the Agent, for itself and the benefit of the Lenders, certain liens on the Collateral to secure its Obligations under the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor is required to execute and deliver this Acknowledgment in favor of the Agent, for itself and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to provide the loans and other financial accommodations under the Credit Agreement, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgment shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgment to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby reaffirms its grant to the Agent, for itself and the benefit of the Lenders, of a first priority security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent, for itself and the benefit of the Lenders, and grants to the Agent, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral of the Grantor (herein referred to as "**Intellectual Property Collateral**");

(a) all of its owned Trademarks (as defined in the Security Agreement) and any Trademark licenses to which it is a party, including those referred to on Schedule I hereto;

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license;

(iii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark license or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark license;

(b) all of its Copyrights (as defined in the Security Agreement) and any Copyright licenses to which it is a party;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future infringement or dilution of any Copyright or Copyright licensed under any Copyright license; and

(c) all of its Patents (as defined in the Security Agreement) and any Patent licenses to which it is a party;

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent license.

Section 3. Acknowledgment. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Agent, for itself and the benefit of the Lenders, pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgment and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

Section 4. Governing Law. This Acknowledgment shall be governed by and construed in accordance with the internal laws and decisions of the State of Maryland, without regard to the conflict of law principles thereof.

Section 5. Counterparts. This Acknowledgment may be executed by manual or facsimile signature in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

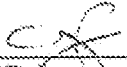
Section 6. Successor and Assigns. This Acknowledgment shall be binding upon the Grantor and its successors and assigns and shall benefit the Agent and the Agent's successors and assigns, provided, that the Grantor may not assign or transfer its rights or obligations under this Acknowledgment or any interest herein or delegate its duties hereunder without the prior written consent of the Agent.

Section 7. Amendment. This Acknowledgment may only be amended by a writing executed by the Grantor and the Agent.

{Signatures appear on the following page.}

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOFTWARE IMPRESSIONS, LLC, as the Grantor

By: 
Name: Andrew D. Jones
Title: Manager and Treasurer

Accepted and Agreed:

ALLIED CAPITAL CORPORATION, as the Agent

By: _____
Name: Frank Izzo
Title: Managing Director

SIGNATURE PAGE TO ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

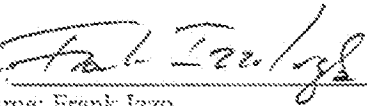
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By: _____
Name: Andrew D. Jones
Title: Manager and Treasurer

Accepted and Agreed:

ALLIED CAPITAL CORPORATION, as the Agent

By:  _____
Name: Frank Izzo
Title: Managing Director

SCHEDULE I
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS
Including Mark Reg. No. and Date

<u>Trademark or Service Mark</u>	<u>Jurisdiction</u>	<u>Number</u>	<u>Holder</u>	<u>Date Granted</u>	<u>Description</u>
ethicsadvantage	United States	3,246,491	Software Impressions, LLC	5-29-07	INTEGRITY INTERACTIVE