

**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
PerfTech, Inc.		09/12/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Two Sigma Holdings VC Acquisition Vehicle, LLC
Street Address:	379 West Broadway
Internal Address:	Fifth Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10012
Entity Type:	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2974850	REMOTE DISTRIBUTOR
Registration Number:	2968922	BULLETIN DISTRIBUTOR
Registration Number:	3051471	PT NETWORKING
Registration Number:	3090857	PERFTECH
Registration Number:	3216626	BULLETIN MANAGER
Serial Number:	77383422	WATERMARK
Serial Number:	76687713	BULLETIN DIRECTOR
Serial Number:	77483882	AUTOMATED ALERT

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-408-3121 x2348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company

CH \$215.00 2974850

Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	720046
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/12/2008

Total Attachments: 7  
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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

PerfTech, Inc.

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

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

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) \_\_\_\_\_

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

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: Two Sigma Holdings VC Acquisition Vehicle I, LLC

Internal

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

Street Address: 379 West Broadway, Fifth Floor

City: New York

State: New York

Country: USA                              Zip: 10012

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship \_\_\_\_\_

Other LLC                              Citizenship State of Delaware

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)  
 2,974,850, 2,968,922, 3,051,471, 3,090,857, 3,216,626

B. Trademark Registration No.(s)  
 77383422, 76687713, 77483882

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: Harrison M. Hall

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

Street Address: 201 North Church Street, Suite 200

City: Greensboro

State: North Carolina                      Zip: 27401

Phone Number: 336-510-5880

Fax Number: 336-510-5888

Email Address: hball@purringtonmoody.com

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

eight (8)

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

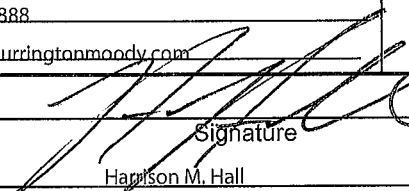
- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

Harrison M. Hall

Name of Person Signing

September 11, 2008

Date

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

7

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 1460, Alexandria, VA 22313-1450

Continuation of Item 2:

Additional Secured Party:

Edward Schmidt, Individual  
379 West Broadway, Fifth Floor  
New York, NY 10012  
USA

Continuation of Item 4:

A. Trademark Application Numbers:

<u>Trademark</u>	<u>Application/Serial Number</u>
REMOTE DISTRIBUTOR	2,974,850
BULLETIN DISTRIBUTOR	2,968,922
PT NETWORKING	3,051,471
PERFTECH	3,090,857
BULLETIN MANAGER	3,216,626

B. Trademark Registration Numbers:

<u>Trademark</u>	<u>Registration Number</u>
WATERMARK	77383422
BULLETIN DIRECTOR	76687713
AUTOMATED ALERTS	77483882

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended; supplemented or otherwise modified from time to time, this "IP Security Agreement") dated as of September 11, 2008, is made by PerfTech, Inc. (the "Grantor"), a Delaware corporation, in favor of Two Sigma Holdings VC Acquisition Vehicle I, LLC ("Two Sigma"), a Delaware limited liability company, and Edward Schmidt (together with Two Sigma, the "Lenders"). Capitalized terms used herein and not otherwise defined are used herein as defined in the Loan Agreement (as defined below).

WHEREAS, Lenders have entered into financing arrangements pursuant to which Lenders have made loans and advances and that provide other financial accommodations to Grantor as set forth in the Loan and Security Agreement, dated as of September \_\_\_, 2008, by and among Lenders and Grantor (as may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, under the terms of the Loan Agreement, Grantor has granted to Lenders a first priority security interest in substantially all the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all of the IP Collateral (as defined below) to secure the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to Lenders a security interest in all of Grantor's right, title and interest in and to all of its now or in the future owned, licensed or otherwise acquired or arising property described as follows (collectively, the "IP Collateral") to secure payment of the Obligations:

(a) all United States and foreign copyright registrations and applications and material unregistered copyrights, including, without limitation, copyright registrations and applications and material unregistered copyrights, listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyright registrations and applications and material unregistered copyrights, including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign registrations of and applications for registration of trademarks or service marks, unregistered trademarks and service marks, tradenames, and Internet domain name registrations, including, without limitation, the registrations of and applications for registration of trademarks or service marks, unregistered trademarks and service marks, tradenames and Internet domain name registrations listed on Exhibit B hereto, the goodwill of Grantor's business associated with all of the foregoing, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all of the foregoing, including, without limitation, damages and payments for past

and future infringements or other violations thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) all material license agreements to or from Grantor relating to any of the Copyrights, Trademarks, Patents or the related know-how including, without limitation, the license agreements listed on Exhibit C hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Licenses”);

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto or to Grantor’s business, including, without limitation, the patents and patent applications listed on Exhibit D hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(e) all other intellectual property of any kind whatsoever;

(f) the Related Documents; and

(g) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

For purposes of this IP Agreement, “Related Documents” means, collectively, all documents and things in Grantor’s possession related to the production and sale by Grantor, or any affiliate, licensee or subcontractor thereof, of products or services sold by or under the authority of Grantor in connection with the Patents, Trademarks, Copyrights or Licenses including, without limitation, all product and service specification documents and production and quality control manuals used in the manufacture of products or provision of services sold under or in connection with the Trademarks.

Section 2. Authorization, Validity and Enforceability. The execution, delivery and performance by Grantor of this IP Security Agreement has been duly authorized by proper proceedings, and this IP Security Agreement constitutes a legal, valid and binding obligation of Grantor and creates a security interest that is enforceable against Grantor in all now owned and hereafter acquired IP Collateral.

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor and Lenders have executed this IP Security Agreement as of the day and year first above written.

**GRANTOR:**  
**PERFTECH, INC.**

By:   
Name: *Reelley D. Fine*  
Title: *President*

**LENDERS:**

\_\_\_\_\_  
EDWARD SCHMIDT

TWO SIGMA HOLDINGS VC ACQUISITION  
VEHICLE I, LLC

By: \_\_\_\_\_  
Name:  
Title:

ORIGINAL

[Signature Page to Intellectual Property Security Agreement]



IN WITNESS WHEREOF, Grantor and Lenders have executed this IP Security Agreement as of the day and year first above written.

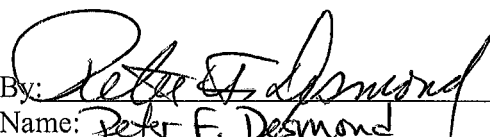
**GRANTOR:**  
PERFTECH, INC.

By: \_\_\_\_\_  
Name:  
Title:

**LENDERS:**

  
\_\_\_\_\_  
EDWARD SCHMIDT

TWO SIGMA HOLDINGS VC ACQUISITION  
VEHICLE I, LLC

By:   
Name: Peter F. Desmond  
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]