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Form PTO-1594 (Rev. 07/05) DMB Collection 0651-0027 (exp. 6/30/2008)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
RECORDATION FOR TRADEMA	
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.
1. Name of conveying party(ies): KEIBI TECHNOLOGIES, INC.	2. Name and address of receiving party(les) Additional names, addresses, or citizenship attached? No
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☑ Corporation- State: <u>Delaware</u> ☐ Other ☐ Citizenship (see guidelines) ☐ Additional names of conveying parties attached? ☐ Yes ☑ No	
3. Nature of conveyance)/Execution Date(s):	General Partnership Citizenship
Execution Date(s) October 10, 2008	Limited Partnership Citizenship
Assignment Merger	Corporation Citizenship
Security Agreement Change of Name	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 A. Trademark Application No.(s) 77273605, 77216259, 77249521, 77249524, 77249519, 1377148, A0010739 C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s) Additional sheet(s) attached? Yes
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Joseph D. Borgman (CT Lien Solutions)	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00 Authorized to be charged by credit card
Street Address: 187 Wolf Road. Suite 101	Authorized to be charged to deposit account Enclosed
City: Albany	8. Payment Information:
State: <u>NY</u> Zip: <u>12205</u>	a. Credit Card Last 4 Numbers 5 65 5 Expiration Date 11/09
Phone Number: (800) 342-3676 x4064	b, Deposit Account Number
Fax Number: (800) 962-7049	Authorized User Name
Ernail Address: Joseph boroman@wolterskluwer.com	
9, Signature:	<u>/0 · /0 · 3508</u>
Signature Signature Name of Person Signing	Date Total number of pages including cover jo

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of October 10, 2008, is executed by Keibi Technologies, Inc., a Delaware corporation (together with its successors and assigns, the "Debtor"), in favor of Hunt Ventures Fund I, L.P. and its successors and assigns (collectively, "Hunt Ventures"), and the other parties who are identified as a "Secured Party" on the signature pages hereto (collectively with Hunt Ventures, "Secured Parties").

RECITALS

Debtor and the Secured Parties have entered into that certain Note and Warrant Purchase Agreement, dated October 10, 2008 (the "Purchase Agreement"), in which Debtor may issue up to an aggregate of \$3,500,000 in principal amount of secured convertible promissory notes (each a "Note" and collectively, the "Notes") to the Secured Parties pursuant to the terms and conditions of the Purchase Agreement.

In order to induce the Secured Parties to extend the credit evidenced by the Notes, Debtor has entered into a Security Agreement dated as of the date hereof with the Secured Parties (the "Security Agreement"), whereby Debtor has granted the Secured Parties a security interest in all right, title and interests of Debtor in and to all of Debtor's tangible and intangible assets, including the Intellectual Property (as defined below).

AGREEMENT

Debtor hereby grants to the Secured Parties, a security interest in and lien on, and confirms and ratifies the grant and lien on, all of Debtor's right, title and interest in and to the intellectual property collateral of Debtor listed on Schedule A (Copyrights), Schedule B (Patents) and Schedule C (Trademarks) attached hereto, and (i) all license fees, royalty fees and other proceeds and income in any form from the manufacture, license, sale, distribution or use of such intellectual property collateral, (ii) all goodwill associated with such intellectual property collateral, (iii) all continuations, renewals, divisions, extensions, continuations-in-part, reexaminations and reissues of such intellectual property collateral, and (iv) all rights to sue and other claims by Debtor for past, present or future infringement of, or dilution of, or other damages to the goodwill of, any such intellectual property collateral.

Debtor agrees to notify Hunt Ventures, on behalf of all of the Secured Parties, as promptly as practicable, and in any event within 20 days, of its registration, acquisition or adoption of any copyright, patent, trademark or mask work not listed on Schedules A-C. Debtor agrees to execute and deliver, at Debtor's expense, any security agreements, assignments, mortgages or other documents or filings necessary to preserve and perfect the Secured Party's liens on such intellectual property collateral. Debtor agrees to record with all appropriate agencies or authorities such documents and other instruments as Hunt Ventures deems, in its reasonable judgment, necessary or advisable to preserve and perfect the Secured Party's liens on such intellectual property collateral.

KEINI TECHNOLOGIES, INC.

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This security interest is granted in connection with the security interest granted under the Security Agreement. Debtor acknowledges that Debtor's rights and remedies with respect to its security interest in the Intellectual Property Collateral are in addition to those provided in the Security Agreement and the Notes, and any other remedies available at law or equity. This Agreement (including any claim or controversy arising out of or relating to this Agreement) shall be governed by the law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

Secured Party's security interest in the Intellectual Property is subject to and can be terminated only in accordance with the terms of the Security Agreement.

[SIGNATURE PAGES TO FOLLOW]

Kribi Technologies, Inc.

IN WITNESS WHEREOF, Debtor has count year first above written.	aused this Agreement to be executed as of the day
	DESTOR:
	Keibi Technologies, Inc.
	2 Chame
	Paul Romer, Chief Executive Officer
	Address: 685 Market Street
	3 rd Floor
	San Francisco, California 94105
	SECURED PARTY:
	HUNT VENTURES FUND I, L.P.
	BY: HV FUND I GP, LLC

SIGNATURE PAGE

INTELLECTUAL PROPERTY SECURITY AGREEMENT

KEIBI TECHNOLOGIES, INC.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed as of the day and year first above written.

DEBTOR:

KEIBI TECHNOLOGIES, INC...

Paul Remer, Chief Executive Officer

Address: 685 Market Street 3rd Floor San Francisco, California 94105

SECURED PARTY:

HUNT VENTURES FUND I, L.P. BY: HV FUND I GP, LLC

Jeffrey A Williams, Managing Director

SIGNATURE PAGE

INTELLECTUAL, PROPERTY SECURITY AGREEMENT

KEIN TECHNOLOGIES, INC.

SECURED PARTY:

CATAMOUNT VENTURES II, L.P.

BY: CATAMOUNT VENTURES MANAGEMENT II, LLC

ITS: GENERAL PARTNER

Jed A. Snitth, Managing Director

Address:

c/o Catamount Ventures 400 Pacific Avenue

3rd Floor

San Francisco, California 94133

Fax: (415) 277-0301

Email: jed@catemountyentures.com

SIGNATURE PAGE

KEIBI TECHNOLOGIES, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT A

COPYRIGHTS

None.

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KEIBI TECHNOLOGIES, INC.

EXHIBIT B

PATENTS

PENDING U.S. PATENT APPLICATIONS

The Company has filed Application No. 11/971,856 with the United States Patent and Trademark Office on 01/09/2008 titled "Classification of digital content by using aggregate scoring".

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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KEIBI TECHNOLOGIES, INC.

EXHIBIT C

TRADEMARKS

(attached hereto)

C-1

KEIBI TECHNOLOGIES, INC.

Trademark KEIBI	Status Class(es) Pending	Application Number/Date	Registration Number/Date
	Pending NC No Class	1377148 21-Dec-2007	
Country:Madrid Protocol			
Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
KEIBI (Australia)	Registered 09 Int., 42 Int.	A0010739 19-Dec-2007	950076 19-Dec-2007
Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
KEIBt (Suropean Union)	Pending 09 Int., 42 Int.	A0010739 19-Dec-2007	
Country: United States of America			
Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
DISCOVER THE VALUE WITHIN	Allowed 09 Int., 42 Int.	77273604 06-Sep-2007	
KEJBI	Allowed 09 Int., 42 Int.	77216259 26-Jun-2007	
KEIBI IMAGE MODERATOR	Allowed 09 Int. 42 Int.	77249524 07-Aug-2007	
KEJBI MODERATION SUITE	Allowed 69 lat, 42 Inf.	77249521 07-Aug-2007	
UGC: DISCOVER THE VALUE WITHIN	Allowed 09 Int. 42 Int.	77249519 07-Aug-2007	
INTELLIBRICAL PROPERTY SECURITY AGREEMENT C-1 DB220841546.4 IN 10		KEBI TRUBIOLOGIES, INC.	ES, INC.

TRADEMARK
RECORDED: 10/10/2008 REEL: 003869 FRAME: 0979

Country: Canada