



## 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.

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]**

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

**DEBTOR:**

KEBI TECHNOLOGIES, INC.



Paul Remer, Chief Executive Officer

Address:

685 Market Street

3<sup>rd</sup> Floor

San Francisco, California 94105

**SECURED PARTY:**

HUNT VENTURES FUND I, L.P.

BY: HV FUND I GP, LLC

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

Jeffrey A. Williams, Managing Director

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

**DEBTOR:**

KEBI TECHNOLOGIES, INC..

\_\_\_\_\_  
Paul Remer, Chief Executive Officer

Address:  
685 Market Street  
3<sup>rd</sup> Floor  
San Francisco, California 94105

**SECURED PARTY:**

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

  
\_\_\_\_\_  
Jeffrey A. Williams, Managing Director

**SECURED PARTY:**

CATAMOUNT VENTURES II, L.P.  
BY: CATAMOUNT VENTURES MANAGEMENT II, LLC  
ITS: GENERAL PARTNER

  
\_\_\_\_\_  
Jed A. Smith, Managing Director

Address:  
c/o Catamount Ventures  
400 Pacific Avenue  
3<sup>rd</sup> Floor  
San Francisco, California 94133  
Fax: (415) 277-0301  
Email: [jed@catamountventures.com](mailto:jed@catamountventures.com)

**SIGNATURE PAGE**

*INTELLECTUAL PROPERTY SECURITY AGREEMENT*

*KEBI TECHNOLOGIES, INC.*

**TRADEMARK**  
**REEL: 003869 FRAME: 0975**

**EXHIBIT A**  
**COPYRIGHTS**

**None.**

**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".



**EXHIBIT C**  
**TRADEMARKS**  
*(attached hereto)*

**Country: Canada**

Trademark  
KEIBI  
Status Class(es)  
Pending  
NC No Class  
Application Number/Date  
1377148  
21-Dec-2007  
Registration Number/Date

**Country: Madrid Protocol**

Trademark  
KEIBI (Australia)  
Status Class(es)  
Registered  
09 Int., 42 Int.  
Application Number/Date  
A0010739  
19-Dec-2007  
Registration Number/Date  
950076  
19-Dec-2007

Trademark  
KEIBI (European Union)  
Status Class(es)  
Pending  
09 Int., 42 Int.  
Application Number/Date  
A0010739  
19-Dec-2007  
Registration Number/Date

**Country: United States of America**

Trademark  
DISCOVER THE VALUE  
WITHIN  
Status Class(es)  
Allowed  
09 Int., 42 Int.  
Application Number/Date  
77273604  
06-Sep-2007  
Registration Number/Date

KEIBI  
Allowed  
09 Int., 42 Int.  
77216259  
26-Jun-2007

KEIBI IMAGE MODERATOR  
Allowed  
09 Int., 42 Int.  
77249524  
07-Aug-2007

KEIBI MODERATION SUITE  
Allowed  
09 Int., 42 Int.  
77249521  
07-Aug-2007

UGC: DISCOVER THE VALUE  
WITHIN  
Allowed  
09 Int., 42 Int.  
77249519  
07-Aug-2007

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
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KEIBI TECHNOLOGIES, INC.

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