### 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
ADBRITE, INC.		10/09/2008	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	TRIPLEPOINT CAPITAL LLC						
Street Address:	2755 SAND HILL ROAD, SUITE 150						
City:	MENLO PARK						
State/Country:	CALIFORNIA						
Postal Code:	94025						
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE						

### PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark					
Serial Number:	78474488	ADBRITE					
Serial Number:	78846988	ADBRITE INTERMISSION AD					
Serial Number:	77153237	BRITEFLIC					
Serial Number:	77100125	BRITEPIC					
Serial Number:	78847505	INTERMISSIONS AD					
Serial Number:	77402856	INVIDEO					

### **CORRESPONDENCE DATA**

900120425

Fax Number: (415)591-1400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 591-1000 Email: tsien@winston.com

Correspondent Name: Ted Sien

Address Line 1: 101 California Street, Suite 3900

Address Line 2: Winston & Strawn LLP

Address Line 4: San Francisco, CALIFORNIA 94111

TRADEMARK

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ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/John D. Fredericks, Esq./
Date:	11/11/2008
Total Attachments: 10 source=AdBrite IP Security Agmt#page1.tif source=AdBrite IP Security Agmt#page2.tif source=AdBrite IP Security Agmt#page3.tif source=AdBrite IP Security Agmt#page4.tif source=AdBrite IP Security Agmt#page5.tif source=AdBrite IP Security Agmt#page6.tif source=AdBrite IP Security Agmt#page7.tif source=AdBrite IP Security Agmt#page8.tif source=AdBrite IP Security Agmt#page9.tif source=AdBrite IP Security Agmt#page9.tif	f



### FIRST AMENDMENT TO PLAIN ENGLISH COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS.

This is a First Amendment to Plain English Collateral Grant of Security Interest of Patents and Trademarks dated as of October 9, 2008 by and between TriplePoint Capital LLC, a Delaware company and AdBrite, Inc., a Delaware corporation (the "Amendment").

### RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is AdBrite, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and AdBrite, Inc.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated March 6, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit You.
- C. The Parties are also parties to that certain Plain English Collateral Grant of Security Interest of Patents and Trademarks dated as of March 6, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### **AGREEMENT**

### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule C to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

### 2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Patent and Trademark Collateral.

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Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You:	ADBRITE, INC.	Us:	TRIPLEPOINT CAPTYALALC
	Signature:		Signature:
	Print Name: BOB FECCER		Print Name: Sajal Srivastava
	Title: VP FINANCE		Title: <u>c00</u>

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### SUPPLEMENT TO SCHEDULE A

### To Plain English Intellectual Property Security Agreement Between AdBrite, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

### PATENTS AND PATENT APPLICATIONS

### **PATENTS**

Patent Name

Status and Date Issued Patent Number

None

### **PATENT APPLICATIONS**

Name

Status & Date Filed

**Application Serial Number** 

See Attached

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### SUPPLEMENT TO SCHEDULE B

To Plain English Intellecutal Property Security Agreement Between AdBrite, Inc., as You (Grantor) and TriplePoint Capital LLC, as Us (Grantee)

### TRADEMARKS AND TRADEMARK APPLICATIONS

### **TRADEMARKS**

Name

Date Filed or Issued

Serial Number

Status

See Attached

### **TRADEMARK APPLICATIONS**

Name

See Attached

Date Filed

Serial Number

Status

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**TRADEMARK REEL: 003886 FRAME: 0040** 

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# Case Tracking System AdBrite, Inc. All Cases Summary Report

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### Case Tracking System AdBrite, Inc.

## All Cases Summary Report

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