

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
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			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		

CH \$165.00 78474488

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#page10.tif



**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.

Amend.IP.Agt

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]

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.

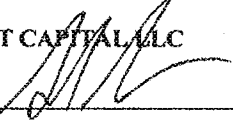
You: ADBRITE, INC.

Signature: 

Print Name: BOB FELLER

Title: VP FINANCE

Us: TRIPLEPOINT CAPITAL LLC

Signature: 

Print Name: Sejal Srivastava

Title: COO

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 See Attached	Status & Date Filed	Application Serial Number
----------------------	---------------------	---------------------------

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual 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	Date Filed	Serial Number	Status
See Attached			

Case Tracking System
AdBrite, Inc.
 All Cases Summary Report

Date: August 14, 2008

Case Number	Case Type	Country	Priority Case Number	Client Name, Client Case #	Status, Filing Date, App. Serial No.	Pat/Reg No., Issue/Reg Date	Title	Cnt
ADBRP001	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 11/2/2006 Serial #: 11/592,037		Title: PLAYING VIDEO CONTENT WITH ADVERTISEMENT	1
ADBRP001PCT	PCT	PCT	ADBRP001	AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 11/1/2007 Serial #: PCT/US07/2312		Title: PLAYING VIDEO CONTENT WITH ADVERTISEMENT	2
ADBRP002	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 11/6/2006 Serial #: 11/594,049		Title: INSERTING INTERSTITIAL CONTENT	3
ADBRP003	US Patent	US	ADBRP003+	AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 3/14/2007 Serial #: 11/724,581		Title: CONDITIONAL DISPLAY OF ADVERTISEMENT	4
ADBRP003+	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Converted Filed: 1/5/2007 Serial #: 60/878,957		Title: RESERVE PRICING OF WEB ADVERTISEMENT	5
ADBRP004	US Patent	US	ADBRP004+	AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 3/14/2008 Serial #: 12/077,069		Title: ENHANCED IMAGES FOR A BROWSER	6
ADBRP004+	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Converted Filed: 3/16/2007 Serial #: 60/918,581		Title: ENHANCED IMAGES FOR A BROWSER	7
ADBRP005	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 3/14/2008 Serial #: 12/077,055		Title: OFFLINE AD POLLING	8
ADBRP006	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 4/15/2008 Serial #: 12/082,962		Title: RATING ELEMENT	9

Case Tracking System
AdBrite, Inc.
All Cases Summary Report

Date: August 14, 2008

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Priority Case Number</u>	<u>Client Name, Client Case #</u>	<u>Status, Filing Date, App. Serial No.</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Title</u>	<u>Class</u>
ADBRP007	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 4/15/2008 Serial #: 12/082,962		Title: OPEN TARGETING EXCHANGE	10
ADBRP008	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 4/15/2008 Serial #: 12/082,979		Title: COMMISSION-BASED AND ARBITRAGE-BASED TARGETING	11
ADBRP009	US Patent	US		AdBrite, Inc.(ADBR) No Client Case No.	Pending Filed: 7/25/2008 Serial #: 12/220,676		Title: SEARCH-BASED AD SERVER	12

Trademark/Name	Serial No.	Applicant	Pub Number	Reg Number	Trademark Status	Country/Region	Filing Date	Pub Date
ADVERTISE	37658-71856	76879488		3145195	Registered	United States of America	26-Aug-2003	25-Aug-2003
ADVERTISE BY WORD ASSOCIATION AD	37678-19927	70246808			Allowed	United States of America	27-Mar-2006	19-Jun-2007
ADVERTISE	37658-3017664	77035227			Suspended	United States of America	19-Apr-2007	
ADVERTISE	37674-057699	634382			Filed	China (People's Republic)	31-Aug-2007	
ADVERTISE	37658-335658	3459627	39238		Published	European Community	30-Jul-2007	20-Jun-2008
ADVERTISE	37658-086627	200733614		555519	Registered	Japan	27-Jul-2007	
ADVERTISE	37658-3013014	77030015			Suspended	United States of America	06-Feb-2007	
ADVERTISE ASSOCIATION AD	37658-78856	7094783		322938	Registered	United States of America	28-Mar-2006	
ADVERTISE	37658-304032	7700285			Filed	United States of America	21-Jul-2008	
ADVERTISE ASSOCIATION AD	37658-304094				Proposed	United States of America		

Reg. No.	Reg. Date	Head/Review/Date	Alt./In/Adm./Att./Opp.	Class/Exam/Status	Applicant/Name	App. No./Serial	Agent/Adm./In/Att./Opp.	Office/Adm./In/Att./Opp.	Comments
12-049-2004	12-049-2004	12-06-2014	050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 DAW DOL	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 DAW DOL	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
21-046-2002	21-046-2002	21-04-2011	050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 MUF	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
21-041-2007	21-041-2007	21-04-2017	050 DAW DOL	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 DAW DOL	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	
			050 IT	050	Adelphi, Inc.	050	Adelphi, Inc.	Adelphi, Inc.	

Regist. Class
PHD

File Location
PHD

Class

35

Goods
advertising, brokerage services, advertising the goods and services for others by others, rental of advertising space on websites

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites

Class

35

Goods
administration of advertising for others via the Internet, on-line advertising services for others, namely, providing advertising space on Internet websites

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites, services to facilitate the display and distribution of images over the Internet

Class

35

Goods
advertising agencies, advertising agencies, namely, promoting the goods and services of others, rental of advertising space on web sites

Class

35

Goods
advertising and advertisements, promotional and marketing services for providing electronic media or information over the Internet or other communications network, dissemination of advertising for others via the Internet, on-line advertising services for ads

Class

35

Goods
providing an interactive website to allow technology providers to compete for advertisers and publishers