

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SITOA CORPORATION		10/29/2008	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	4420 ROSEWOOD DRIVE		
<b>City:</b>	PLEASANTON		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94588		
<b>Entity Type:</b>	CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78952770	SITOA	
<b>Serial Number:</b>	77326456	KA-CHING	
<b>Serial Number:</b>	77326457	BRAVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3038		
<b>Email:</b>	michael.brignati@troutmansanders.com		
<b>Correspondent Name:</b>	MICHAEL J. BRIGNATI, PH.D.		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET, N.E.		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.000993		
<b>NAME OF SUBMITTER:</b>	Michael J. Brignati, Ph.D.		

OP \$90.00 78952770

Signature:	/Michael J. Brignati 60,890/
Date:	11/18/2008
<b>Total Attachments: 6</b> source=SVB-Sitoa_Executed_IP_Security_Agreement#page1.tif source=SVB-Sitoa_Executed_IP_Security_Agreement#page2.tif source=SVB-Sitoa_Executed_IP_Security_Agreement#page3.tif source=SVB-Sitoa_Executed_IP_Security_Agreement#page4.tif source=SVB-Sitoa_Executed_IP_Security_Agreement#page5.tif source=SVB-Sitoa_Executed_IP_Security_Agreement#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 29<sup>th</sup>, 2008 by and between SILICON VALLEY BANK ("Bank") and SITO A CORPORATION ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated October 29, 2008 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms not otherwise defined herein are defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (the "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

**"Trademarks"** are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1900 South Norfolk Street, Suite 315  
San Mateo, California 94403

Attn: CALBERT LM

GRANTOR:

SITOA CORPORATION

By: 

Title: CEO & PRESIDENT

Address of Bank:

4420 Rosewood Drive  
Pleasanton, California 94588

Attn: Vincent Vallejos

BANK:

SILICON VALLEY BANK

By: 

Title: Relationship Manager

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
INVENTORY-LESS TRANSACTION BRANDING AND FULFILLMENT METHOD	11/463,843	08/10/2006
METHOD IN SUPPORT OF PRE- COMMERCE DECISION MAKING AND AUTOMATED PRODUCT LISTING GENERATION	11/742,523	04/30/2007
INVENTORY-LESS DISTRIBUTION	11/497,958	08/01/2006
INVENTORY-LESS TRANSACTION FULFILLMENT	11/463,849	08/10/2006
OPTIMIZED DATABASE COORDINATION AND SUPPLY CHAIN EFFICIENCY	PCT/US2006/031357	08/11/2006
LIGHTWEIGHT SEARCHABLE POINT- OF-SALE MECHANISM FOR LEVERAGING INTERACTIVE COMMUNITIES	0720/0151-US1	09/26/2008

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SITOA (Pending)	78/952,770	08/15/2006
KA-CHING (Pending)	77/326,456	11/09/2007
BRAVO (Suspended)	77/326,457	11/09/2007

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RECORDED: 11/18/2008

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REEL: 003890 FRAME: 0036