

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HIGHEDGE, INC.		11/26/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 EAST TRIMBLE ROAD
Internal Address:	M/C 4770
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78901652	BRICKFISH
Serial Number:	78901598	BRICKFISH.COM
Serial Number:	78955368	HIGHEDGE
Serial Number:	77446552	HIGHEDGE
Serial Number:	77032200	CPE
Serial Number:	77497437	VIRAL MAP
Serial Number:	77468271	BRICKFISH
Serial Number:	77448411	BRICKFISH.COM
Serial Number:	77448345	BRICKFISH
Serial Number:	77032217	COST PER ENGAGEMENT

CORRESPONDENCE DATA

Fax Number: (858)638-5033

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

CH \$265.00 78901652

Phone: 8586386733  
Email: karen.johanson@dlapiper.com  
Correspondent Name: DLA PIPER US LLP  
Address Line 1: 4365 Executive Drive, Suite 1100  
Address Line 2: ATTN: KAREN JOHANSON  
Address Line 4: SAN JOSE, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	329034-260
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	12/01/2008

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 26, 2008 by and between COMERICA BANK ("Bank") and HIGHEDGE, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of April 10, 2007 as amended from time to time including by that certain Forbearance Agreement and First Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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:

5080 Shoreham Place, Suite 120  
San Diego, CA 92122

Attn: Chief Executive Officer

Address of Bank:

75 East Trimble Road, M/C 4770  
San Jose, California 95131  
Attn: Manager

GRANTOR:

HIGHEDGE, INC. Nichole Goodyear

By: Nichole Goodyear

Title: CEO / PRESIDENT

BANK:

COMERICA BANK

By: [Signature]

Title: [Signature]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
brickfish	78901652	6/6/06
brickfish.com	78901598	6/6/06
HighEdge	78955368	8/18/06
HIGHEDGE	77446552	4/11/08
CPE	77032200	10/30/06
VIRAL MAP	77497437	6/12/08
brickfish	77468271	5/7/08
BRICKFISH.COM	77448411	4/15/08
BRICKFISH	77448345	4/15/08
Cost Per Engagement	77032217	10/30/06