

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
Starcite, Inc.		02/03/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2610852	ATTENDEE RELATIONSHIP MANAGEMENT
Registration Number:	2543311	B-THERE.COM
Registration Number:	2788792	FACILITY SALES SOLUTION
Registration Number:	2791227	FSS
Registration Number:	2982292	INTEGRATED MEETINGS PLATFORM
Registration Number:	2810477	MEETING MANAGEMENT SOLUTIONS
Registration Number:	2514949	MPOINT
Registration Number:	2750441	MMS
Registration Number:	2651993	MMS MEETING MANAGEMENT SOLUTIONS
Registration Number:	3410502	ON DEMAND GLOBAL MEETING SOLUTIONS
Registration Number:	2906487	QREG
Registration Number:	2694257	RAPIDRFP
Registration Number:	2888248	REGWEB
Registration Number:	2816220	REGWEB

CH \$465.00 2610852

Registration Number:	2563761	SEEUTHERE
Registration Number:	2655285	STARCITE
Registration Number:	3273694	STARCITE
Serial Number:	78574390	MEETINGVIEW

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	9010807
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	02/23/2009

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and STARCITE, INC. ("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 the Effective Date (as the same may be 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, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor

connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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:

1650 Arch Street, 18th Floor
Philadelphia, Pennsylvania 19103

Attn: R. Fagan

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

Attn: Mr. Michael McMahon

GRANTOR:

STARCITE, INC.

By: *R. Fagan*

Title: Richard J. Fagan
Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

STARCITE, INC.

1650 Arch Street, 18th Floor
Philadelphia, Pennsylvania 19103

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

By: Kurt Hubal

Attn: Mr. Michael McMahon

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EVENT PLANNING SYSTEM	10/785,382	02/23/2004
RFP CLEARING HOUSE	10/777,364	02/12/2004
SYSTEMS AND METHOD FOR MEETING AND CONFERENCE PLANNING	09/632,467	08/04/2000
SYSTEMS, METHODS AND COMPUTER PROGRAM PRODUCTS FOR PLANNING	09/676,118	09/29/2000
SYSTEM AND METHOD TO REQUEST A MEETING	10/777,329	02/12/2004
SYSTEM AND METHOD FOR ENTERPRISE EVENT MARKETING AND MANAGEMENT AUTOMATION	10/007,315	11/07/2001
SYSTEMS, METHODS AND COMPUTER PROGRAM PRODUCTS FOR PROCESSING REQUEST FOR PROPOSALS	09/704,279	11/01/2000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ATTENDEE RELATIONSHIP MANAGEMENT	2,610,852	8/20/2002
B-THERE.COM	2,543,311	02/26/2002
FACILITIES SALES SOLUTION	2,788,792	12/02/2003
FSS	2,791,227	12/09/2003
INTEGRATED MEETINGS PLATFORM	2,982,292	08/02/2005
MEETING MANAGEMENT SOLUTIONS	2,810,477	02/03/2004
MEETINGVIEW	78/574390	02/24/2005
MPOINT	2,514,949	12/04/2001
MMS	2,750,441	08/12/2003
MMS MEETING MANAGEMENT SOLUTIONS (AND DESIGN)	2,651,993	11/19/2002
ON DEMAND GLOBAL MEETING SOLUTIONS	3,410,502	04/08/2008
QREG	2,906,487	11/30/2004
RAPIDRFP	2,694,257	03/04/2003
REGWEB	2,888,248	09/28/2004
REGWEB and Design	2,816,220	02/24/2004
SEEUTHERE	2,563,761	04/23/2002
STARCITE	2,655,285	12/03/2002
STARCITE and Design	3,273,694	08/07/2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

1119652.1