

## 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
Air2Web, Inc.		03/26/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Dr.
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	77600282	AIRCARE
Serial Number:	77621654	AIRBRAND
Serial Number:	77436465	A
Serial Number:	77436454	A AIR2WEB

## CORRESPONDENCE DATA

Fax Number: (303)292-4510

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

Phone: 3032927939

Email: trish.rogers@moyewhite.com

Correspondent Name: Patricia J. Rogers

Address Line 1: 1400 16th St.

Address Line 2: Suite 600

Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

9882.00060

900130404

TRADEMARK  
REEL: 003960 FRAME: 0736

CH \$115.00 77600282

NAME OF SUBMITTER:	Patricia J. Rogers
Signature:	/Patricia J. Rogers/
Date:	03/27/2009
<b>Total Attachments: 3</b> source=IP Agreement Amendment (00315722)#page1.tif source=IP Agreement Amendment (00315722)#page2.tif source=IP Agreement Amendment (00315722)#page3.tif	

**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS FIRST AMENDMENT** to Intellectual Property Security Agreement (this "Amendment") is entered into to be effective the 26<sup>th</sup> day of March, 2009, by and between **SILICON VALLEY BANK** ("Bank") and **AIR2WEB, INC.**, a Delaware corporation ("Borrower").

**RECITALS**

**A.** Bank and Borrower have entered into that certain Intellectual Property Security Agreement dated as of February 28, 2008 (as the same may from time to time be amended, modified, supplemented or restated, the "IP Agreement"), pursuant to which Borrower has granted Bank a security interest in all of Borrower's Intellectual Property.

**B.** Borrower has requested that Bank amend the IP Agreement to add additional Trademarks to Exhibit C thereof.

**C.** Bank has agreed to so amend certain provisions of the IP Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

**1. Definitions.** Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the IP Agreement.

**2. Amendments to IP Agreement.** Exhibit C to the IP Agreement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment.

**3. Limitation of Amendment.**

**3.1** The amendment set forth in **Section 2**, above, is effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any other amendment, waiver or modification of any other term or condition of the IP Agreement, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with the IP Agreement.

**3.2** This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

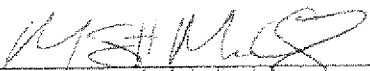
**4. Counterparts.** This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:

SILICON VALLEY BANK

By:   
Name: Richard M. ...  
Title: VP

BORROWER:

AIR2WEB, INC.

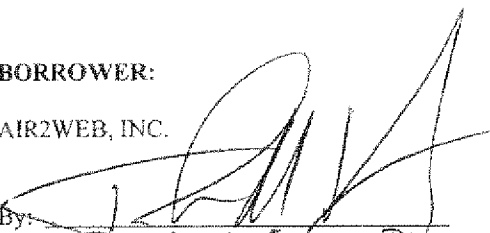
By:   
Name: THOMAS M. CATHEY, JR.  
Title: PRESIDENT AND CEO

EXHIBIT A to FIRST AMENDMENT

EXHIBIT "C"

TRADEMARKS

<u>Title/Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
AIR2WEB [Word Mark]	2624225	9/24/2002
<del>[Abandoning]</del>		
AIRCARE	77600282	10/24/2008
AIRBRAND	77621654	11/25/2008
A	77436465	4/1/2008
A AIR2WEB	77436454	4/1/2008