

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HUNT VENTURES FUND I, L.P.		06/01/2009	LIMITED PARTNERSHIP: DELAWARE
CATAMOUNT VENTURES II, L.P.		06/01/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	KEIBI TECHNOLOGIES, INC.
Street Address:	685 MARKET STREET, 3RD FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77273606	EDICTIONARY.COM
Serial Number:	77216259	KEIBI
Serial Number:	77249521	KEIBI MODERATION SUITE
Serial Number:	77249524	KEIBI IMAGE MODERATOR
Serial Number:	77249518	FABIKINS
Serial Number:	73541358	VW

CORRESPONDENCE DATA

Fax Number: (650)493-6811
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 650-496-7543
 Email: nbouch@wsgr.com
 Correspondent Name: WSGR c/o Nancy Bouch, Sr. Paralegal
 Address Line 1: 650 Page Mill Road

CH \$165.00 77273606

900135262

**TRADEMARK
 REEL: 003997 FRAME: 0157**

Address Line 2: FH 2-1 P10
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	28595.013
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	06/01/2009

Total Attachments: 16

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CONSENT TO SALE OF ASSETS AND PARTIAL RELEASE OF LIENS

June 1, 2009

Hunt Ventures Fund I, L.P. ("*Hunt*") and Catamount Ventures II, L.P., ("*Catamount*", and together with Hunt, the "*Secured Parties*") hereby acknowledge, agree, and consent to the cancellation of certain security interests and liens as set forth herein.

RECITALS

WHEREAS, Keibi Technologies, Inc., a Delaware corporation ("*Debtor*") and the Secured Parties entered into that certain Note and Warrant Purchase Agreement, dated October 10, 2008 (the "*Note Purchase Agreement*") pursuant to which Debtor issued (i) that certain Convertible Promissory Note in the amount of \$3,200,000, dated October 10, 2008, in favor of the Hunt, and (ii) that certain Convertible Promissory Note in the amount of \$200,000, dated October 10, 2008, in favor of the Catamount (together, the "*Notes*");

WHEREAS, contemporaneous with issuance of the Notes, Debtor and the Secured Parties entered into that certain Security Agreement, dated as of October 10, 2008, ("*Security Agreement*") pursuant to which Debtor granted the Secured Parties a security interest in and lien on all of Debtor's tangible and intangible assets, including without limitation, the property described on Attachment I thereto, which is attached hereto as Exhibit I (the "*Collateral*");

WHEREAS, contemporaneous with issuance of the Notes, Debtor and the Secured Parties entered into that certain Intellectual Property Security Agreement, dated as of October 10, 2008, ("*the IP Security Agreement*") pursuant to which Debtor granted the Secured Parties a security interest in and lien on the intellectual property collateral of Debtor listed on Schedules A, B, and C thereto, attached hereto as Exhibit II (collectively, the "*IP Collateral*");

WHEREAS, the security interest in the IP Collateral was previously recorded at Reel/Frame 021665/0156 with the Patent Division of the United States Patent and Trademark Office ("*USPTO*") and at Reel/Frame 003869/0970 with the Trademark Division of the USPTO on October 10, 2008;

WHEREAS, pursuant to the Security Agreement, a UCC-1 Financing Statement was filed in the Office of the Delaware Secretary of State on October 10, 2008, a copy of which is attached hereto as Exhibit III (the "*UCC-1 Filing*");

WHEREAS, Debtor is contemplating a sale (the "*Transaction*") of substantially all of its assets to Lithium Technologies, Inc. a Delaware corporation ("*Lithium*"), pursuant to an Asset Purchase Agreement between Debtor and Lithium in the form attached hereto as Exhibit IV (the "*Purchase Agreement*");

WHEREAS, Section 5 of the Note Purchase Agreement provides that at any time when the Notes are outstanding, Debtor shall not, without the written consent or affirmative vote of the holders of at least a majority of the outstanding principal amount of the Notes, take certain actions, including liquidate, dissolve or wind-up the business and affairs of Debtor, effect any Deemed Liquidation Event (as defined in Debtor's Certificate of Incorporation then in effect), materially change Debtor's business plan, or exit the current line of business; and

WHEREAS, each of the Secured Parties desires to terminate and release its security interest on that portion of the Collateral and the IP Collateral that will be sold or otherwise transferred to Lithium pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Secured Parties hereby agree as follows:

AGREEMENT

A. Consent to the Transaction. Each of the Secured Parties hereby consents to the Transaction.

B. Release of Liens. Effective upon the closing of the Transaction, each of the Secured Parties hereby immediately terminates and releases any and all mortgages, liens, and security interests granted to, held by or otherwise in favor of any of the Secured Parties on any Collateral or IP Collateral sold, conveyed, assigned or otherwise transferred to Lithium pursuant to the Purchase Agreement (the "**Transferred Assets**"). Notwithstanding the foregoing, it is expressly understood and agreed that this is a PARTIAL RELEASE only in that the release pursuant to the preceding sentence shall in no way release, affect, or impair the lien of the Security Agreement or the IP Security Agreement against any other property described in and covered by the Security Agreement and the IP Security Agreement that is not part of the Transferred Assets. For the avoidance of doubt, the term "**Transferred Assets**" shall not include any Collateral or IP Collateral that is not sold or transferred to Lithium pursuant to the Purchase Agreement. The release of the Transferred Assets shall in no way release, affect, or impair the lien of the Security Agreement and the IP Security Agreement with respect to Collateral or IP Collateral that is not Transferred Assets.

C. Termination of UCC-1 and USPTO Filing; Limited Power-of-Authority. Effective upon the closing of the Transaction, each of the Secured Parties hereby authorizes Debtor or Lithium and any of their respective representatives to prepare, execute and file any and all amendments, terminations, or other documents and filings necessary or desirable to evidence, record or effect the termination and release of all liens and security interests in the Transferred Assets, including without limitation UCC-3 Termination Statements (the "**Termination Filings**"). Each of the Secured Parties hereby irrevocably appoints Debtor's Chief Executive Officer, Debtor's Chief Financial Officer, Lithium's Chief Executive Officer and Lithium's Chief Financial Officer each as such Secured Party's attorney-in-fact, with full power of substitution, for and in its name, place and stead, solely for the purpose of authorizing, preparing,

executing and filing the Termination Filings, including, without limitation, filing a copy of this Consent to Sale and Partial Release of Liens with appropriate exhibits in the USPTO.

D. Further Assurances. At any time or from time to time after the date hereof, each of the Secured Parties agrees to fully cooperate with Debtor and Lithium, and at the request of Debtor or Lithium, to promptly execute and deliver any further instruments or documents and to take all such further action as Debtor or Lithium may reasonably request in order to evidence or effectuate the release of any and all mortgages, liens and security interests granted to, held by or otherwise in favor of any Secured Party on the Transferred Assets, and to otherwise carry out the intent of the parties hereunder.

E. Counterparts; Facsimile. This Consent and Release may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. Governing Law. This Consent and Release shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

G. Titles and Subtitles. The titles and subtitles used in this Consent and Release are used for convenience only and are not to be considered in construing or interpreting this Consent and Release.

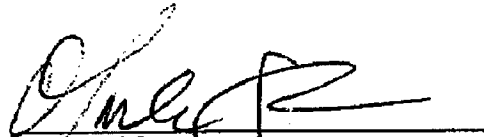
H. Debtor by its execution of this agreement, hereby declares that it has no set-offs, counterclaims, defenses or other causes of action against the Secured Parties arising out of the Note Purchase Agreement, the Notes, the Security Agreement, the IP Security Agreement any documents mentioned herein or otherwise; and, to the extent any such setoffs, counterclaims, defenses or other causes of action may exist, whether known or unknown, such items are hereby waived by Debtor. As of the date hereof, for valuable consideration, the receipt of which is hereby acknowledged, Debtor hereby, for itself, its officers, its employees, affiliates, partners, agents, successors, administrators and assigns, releases, acquits and forever discharges the Secured Parties, their past or present directors, managers, officers, employees, agents, affiliates, attorneys, partners, successors and assigns ("Released Parties"), and each of them, separately and collectively, of and from any and all claims, actions, causes of action, counterclaims, liabilities, suits, debts, offsets, setoffs, losses, liens, demands, rights, obligations, damages, costs, attorneys' fees, interest, loss of service, expenses and compensation, known or unknown, fixed or contingent, and defenses of every nature and kind whatsoever ("Claims"), which Debtor might have had in the past, or now has, including, without limitation, any Claims relating to and in any way connected with the Note Purchase Agreement, the Notes, the Security Agreement, the IP Security Agreement or the other documents and agreements executed in connection therewith as in effect prior to the date of this agreement, all related agreements thereto, and the lending relationship between Debtor and the Released Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Secured Parties has caused this Consent to Sale of Assets and Partial Release of Liens to be duly executed as of the date first set forth above.

SECURED PARTY:

CATAMOUNT VENTURES II, L.P.
By: Catamount Ventures Management II,
LLC
Its: General Partner


Name: MARK SILVERMAN
Title: MANAGING DIRECTOR

Address:
c/o Catamount Ventures
400 Pacific Avenue
3rd Floor
San Francisco, CA 94133
Fax: (415) 277-0301
Email: _____

IN WITNESS WHEREOF, each of the Secured Parties has caused this Consent to Sale of Assets and Release of Liens to be duly executed as of the date first set forth above.

SECURED PARTY:

HUNT VENTURES FUND I, L.P.

By: HV Fund I, GP, LLC

Its: *BENJAMIN NELSON*



Name: *BENJAMIN D. NELSON*

Title: *Vice President & General Counsel*

Address:

Attn: Benjamin D. Nelson

1900 N. Akard

Dallas, Texas 75201

Fax: (214) 855-6964

Email: bnelson2@huntinvestment.com

EXHIBIT I

COLLATERAL

ATTACHMENT 1

COLLATERAL DESCRIPTION

All right, title and interest of Debtor now owned or hereafter acquired in and to all assets of Debtor (other than real property), including, without limitation, the following (collectively, the "*Collateral*"): .

1. All goods, equipment and fixtures (including, without limitation, furniture, vehicles and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor;
2. All inventory, including all materials, work-in-process and finished goods, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor;
3. All accounts, chattel paper, contract rights and rights to the payment of money;
4. All intellectual property of Debtor and all general intangibles, including, without limitation, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all domain names and internet web sites; and (v) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.;
5. All deposit accounts, money, securities, instruments and documents; and
6. All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

EXHIBIT II

IP COLLATERAL

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

PENDING U.S. PATENT APPLICATIONS

The Company has filed Application No. 11/971,856 with the United States Patent and Trademark Office on 01/09/2008 titled "Classification of digital content by using aggregate scoring".

EXHIBIT C

TRADEMARKS

(attached hereto)

Country:Canada

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
KEIBI	Pending NC No Class	1377148 21-Dec-2007	

Country:Madrid Protocol

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
KEIBI (Australia)	Registered 09 Int., 42 Int.	A0010739 19-Dec-2007	950076 19-Dec-2007

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
KEIBI (European Union)	Pending 09 Int., 42 Int.	A0010739 19-Dec-2007	

Country:United States of America

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date
DISCOVER THE VALUE WITHIN	Allowed 09 Int., 42 Int.	77273604 06-Sep-2007	

KEIBI	Allowed 09 Int., 42 Int.	77216259 26-Jun-2007	
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KEIBI IMAGE MODERATOR	Allowed 09 Int., 42 Int.	77249524 07-Aug-2007	
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KEIBI MODERATION SUITE	Allowed 09 Int., 42 Int.	77249521 07-Aug-2007	
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UGC: DISCOVER THE VALUE WITHIN	Allowed 09 Int., 42 Int.	77249519 07-Aug-2007	
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EXHIBIT III

UCC-1 FILING

SRV: 081029938

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER (optional)
David Rex, Esq.

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR Keibi Technologies, Inc.				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
685 Market Street, 3rd Floor		San Francisco	CA	94106 USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NON
		Corporation	Delaware	Delaware State ID# 4212230

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NON

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR Hunt Ventures Fund I, L.P.				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
1900 N. Akard		Dallas	TX	75201 USA

4. This FINANCING STATEMENT covers the following collateral:
 See attachment Collateral Description - "Attachment 1" attached hereto and made a part hereof for all purposes.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILORE SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

77 738 6875 - 1

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Keibi Technologies, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only org name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only org name (12a or 12b)

12a. ORGANIZATION'S NAME Catamount Ventures II, L.P.					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS c/o Catamount Ventures, 400 Pacific Avenue, 3rd Floor		CITY San Francisco	STATE CA	POSTAL CODE 94133	COUNTRY USA

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

EXHIBIT IV

PURCHASE AGREEMENT
[Intentionally Omitted]