

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bright Systems, Inc.		05/22/2009	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Heritage Bank of Commerce		
<b>Street Address:</b>	150 Almaden Boulevard		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2597053	CLIP EXPLORER	
Registration Number:	2537950	DATA WRANGLER	
Registration Number:	3548965	BRIGHTCLIP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(202)373-6363		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-373-6000		
Email:	carrie.sadowski@bingham.com		
Correspondent Name:	Bingham McCutchen, LLP		
Address Line 1:	2020 K Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006-1806		
ATTORNEY DOCKET NUMBER:	0000337852		
NAME OF SUBMITTER:	/Carrie Sadowski, IP Manager/		
Signature:	/C.Sadowski on behalf of Pam Martinson/		

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**TRADEMARK**  
 REEL: 003998 FRAME: 0904

Date:

06/04/2009

**Total Attachments: 4**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement, dated as of May 22, 2009 (this "IP Security Agreement"), is made by made by Bright Systems, Inc., a Nevada Corporation ("Grantor"), as a pledgor, assignor and debtor (in such capacity, together with any successors, "Pledgor"), in favor of HERITAGE BANK OF COMMERCE, in its capacity as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, "Bank").

This IP Security Agreement is made and delivered in connection with and to secure the obligations of Pledgor under that certain Business Loan Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Business Loan Agreement") and that certain Promissory Note (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Promissory Note"), each dated as of May 22, 2009, between Pledgor and Bank.

This IP Security Agreement is intended for recordation with the United States Patent and Trademark Office and the United States Copyright Office. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Business Loan Agreement and the Promissory Note.

In consideration of the premises and to induce Bank to enter into the transactions evidenced by the Business Loan Agreement and the Promissory Note, and to secure the payment and performance of all the obligations of Pledgor under the Business Loan Agreement and the Promissory Note, Pledgor hereby agrees with Bank as follows:

SECTION 1. Grant of Security. Pledgor hereby grants, and hereby confirms the grant pursuant to the Business Loan Agreement and the Promissory Note, to Bank of a security interest in all of Pledgor's present and future right, title and interest in and to the Intellectual Property Collateral, defined as follows:

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications, together with the goodwill associated therewith, set forth in Schedule B hereto (but excluding any United States intent-to-use trademark applications prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith to the extent that a grant of a security interest therein violates 15 U.S.C. § 1060(a)(1) or applicable law; provided that upon the filing and acceptance of a statement of use or an amendment to allege use in connection therewith, such United States intent-to-use trademark application shall be automatically included as part of the Intellectual Property Collateral without further action by Pledgor, Bank or any other person);
- (iii) all copyrights (whether registered or unregistered) owned by Pledgor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all maskworks (whether registered or unregistered) owned by Pledgor, including, without limitation, the maskwork registrations and applications set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Pledgor accruing thereunder or pertaining thereto;

(vi) all trade secrets and confidential information owned by Pledgor;

(vii) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(viii) any and all proceeds of or arising from any of the foregoing.

SECTION 2. Security Interest to Secure Obligations under the Business Loan Agreement and the Promissory Note; First Priority Security Interest. The security interest granted pursuant to this IP Security Agreement is granted to secure the obligations of Pledgor to Bank pursuant to the Business Loan Agreement and the Promissory Note, and Pledgor hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Business Loan Agreement and the Promissory Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The security interest in the IP Collateral is now and shall remain a first priority security interest free and clear of any liens other than (a) the lien of Bank; or (b) such other liens in favor of third parties as Bank may be expressly consent to in writing.

SECTION 3. Recordation and Authorization. Pledgor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer (collectively, the "Applicable Filing Offices") record this IP Security Agreement. Pledgor authorizes Bank to make such modifications to the Schedules hereto to reflect changes in, and additions to, the Intellectual Property Collateral and to record such modifications in the Applicable Filing Offices, all at the expense of Pledgor.


SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, Pledgor has caused this IP Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

Bright Systems, Inc.,  
as Pledgor

By:   
Name: Antony B. Harris  
Title: CEO

Accepted and Agreed:

HERITAGE BANK OF COMMERCE,  
as Bank

By:   
Name: Annie Kave  
Title: AVP

**SCHEDULE A**

U.S. Patent Applications

**SCHEDULE B**

U.S. Trademarks

Mark: Clip Explorer

Registration  
#2597053

Registration Date  
7/23/02

Serial #  
76-112,927

Application Date  
8/21/00

Mark: Data Wrangler

Registration #  
2537950

Registration Date  
2/12/02

Serial #  
76-138,571

Application Date  
10/2/00

Mark: BrightClip

Registration  
#3548965

Registration Date  
12-23-08

Serial #  
77-281,623

Application Date  
9/17/07

**SCHEDULE C**

U.S. Copyrights:

**SCHEDULE D**

Mask Works: