

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
Icrossing, Inc.		05/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gold Hill Capital 2008, L.P.
Street Address:	Two Newton Executive Park, Suite 203
Internal Address:	2227 Washington Street
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02462
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3161999	CONNECT COMMUNICATE CLOSE
Registration Number:	2827666	ICROSSING
Registration Number:	3240433	INTEREST2ACTION
Registration Number:	3105753	IC
Registration Number:	2847046	REVERSE DIRECT MARKETING
Registration Number:	3155776	STAY RELEVANT
Serial Number:	78742711	HOW AMERICA SEARCHES
Serial Number:	77428552	NETWORK SENSE
Serial Number:	78953294	WE'RE FOR FINDING

CORRESPONDENCE DATA

Fax Number: (703)415-1557
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-415-1555

CH \$240.00 3161999

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:	9050807
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	06/09/2009

Total Attachments: 8
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source=lcrossing#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between GOLD HILL CAPITAL 2008, L.P., a Delaware limited partnership ("Lender") and ICROSSING, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender, Grantor, Sharp Analytics, Inc., iCrossing Europe Limited and iCrossing Limited dated May 27, 2009 (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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:

1. 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");

2. 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;

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

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, 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:

14822 N. 73rd Street
Scottsdale, AZ 85260
Attn: Michael Jackson

GRANTOR:

ICROSSING, INC

By: Dr. Decker

Title: _____

Address of Lender:

Two Newton Executive Park, Suite 203
2227 Washington Street,
Newton, MA 02462
Attn: David Fischer

LENDER:

GOLD HILL CAPITAL 2008, L.P.

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:

14822 N. 73rd Street
Scottsdale, AZ 85260
Attn: Michael Jackson

ICROSSING, INC.

By: _____

Title: _____

LENDER:

Address of Lender:

Two Newton Executive Park, Suite 203
2227 Washington Street
Newton, MA 02462
Attn: David Fischer

GOLD HILL CAPITAL 2008, L.P.

By:  _____
Rob Helm

Title: Managing Director
Gold Hill Capital _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Online Advertising System and Method	11/614,715	12/21/2006
System and Method for Updating a Web Page to Improve Search Visibility of a Web Page	11/615,330	12/22/2006
System and Method for Improving the Search Visibility of a Web Page	PCT/US07/69074	05/16/2007
System and Method for Monitoring a User's Online Activity	11/749,713	05/16/2007
System and Method for Assessing the Importance of a Web Link	11/840,885	08/17/2007

EXHIBIT C

Trademarks

Registered Trademarks:

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Adbuilder ¹	5,199,069	09/28/2005
Connect Communicate Close	3,161,999	10/24/2006
How America Searches	78/742,711	10/28/2005
ICROSSING	2,827,666	03/30/2004
Interest2Action	3,240,433	05/08/2007
Miscellaneous Design (in purple and green)	3,105,753	06/20/2006
Network Sense	77/428,552	03/21/2008
Reverse Direct Marketing	2,847,046	05/25/2004
Stay Relevant	3,155,776	10/17/2006
We're For Finding	78/953,294	08/16/2006

Unregistered trademarks, service marks, collective marks and certification marks:

ICSDIGITAL
MERCHANTIZE
CPCManager
FeedManager
Intelligent Search Marketing
Merchantize
NetResearch
NetResearch.com
NewGate
NewGate.com
NewGate Internet
ProfitPoint
The Search Marketing Agency

¹ Published for opposition in China.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

1148135.2