

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
ClickTech, LLC		08/01/2008	LIMITED LIABILITY COMPANY: UNITED STATES
RECEIVING PARTY DATA			
Name:	Emigrant Bank		
Street Address:	6 East 43rd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	savings bank: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	78926228	CLICKABLES	
Serial Number:	77387036	CLICKABLES	
Serial Number:	77417687	TALKBACK	
Registration Number:	3163212	FOOTNOTE	
Registration Number:	3336716	EXPERICON	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2122182100		
Email:	dsharrott@fchs.com, apelaiez@fchs.com		
Correspondent Name:	Douglas Sharrott		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104-3800		
ATTORNEY DOCKET NUMBER:	03491.000111		

CH \$140.00 78926228

900143181

**TRADEMARK
 REEL: 004061 FRAME: 0551**

NAME OF SUBMITTER:	Andrea Pelaez
Signature:	/a pelaez/
Date:	09/15/2009
<p>Total Attachments: 17 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif source=Agreement#page6.tif source=Agreement#page7.tif source=Agreement#page8.tif source=Agreement#page9.tif source=Agreement#page10.tif source=Agreement#page11.tif source=Agreement#page12.tif source=Agreement#page13.tif source=Agreement#page14.tif source=Agreement#page15.tif source=Agreement#page16.tif source=Agreement#page17.tif</p>	

SECURITY AGREEMENT

SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2008, between ClickTech, LLC, a Delaware limited liability company ("Grantor"), and Emigrant Bank, a New York savings bank ("Emigrant"), as agent for itself and each of the Creditors (as defined below) (Emigrant, in such capacity, is referred to herein as "Secured Party").

PRELIMINARY STATEMENTS

A. Pursuant to (i) the Loan Agreement, dated as of the date hereof, among Grantor, as Borrower, Emigrant, as agent for itself and the other Lenders named therein, and said Lenders (the "Senior Lenders"), pursuant to which the Senior Lenders agreed to make advances to Grantor in the aggregate principal amount of [REDACTED] (the "Senior Loan Agreement"), and (ii) the Loan Agreement, dated as of the date hereof, among Grantor, as Borrower, Emigrant, as agent for itself and the other Lenders named therein, and said Lenders (the "Subordinate Lenders" and, together with the Senior Lenders, the "Creditors"), pursuant to which the Subordinate Lenders agreed to make advances to Grantor in the aggregate principal amount of [REDACTED] (the "Subordinate Loan Agreement" and, together with the Senior Loan Agreement, the "Loan Agreements"), the Creditors have made certain commitments, subject to the terms and conditions set forth in the Loan Agreements, to extend certain credit facilities to Grantor.

B. It is a condition precedent to the extension of credit by the Creditors under the Loan Agreements that Grantor shall have granted the security interests and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Secured Party as follows:

SECTION 1. Grant of Security.

Grantor hereby grants to Secured Party, as agent for the Creditors, a first priority Lien on, and security interest in and right of set-off against, and assigns to Secured Party, all of Grantor's now existing or hereafter arising right, title and interest in and to all of the following, wherever situated, whether tangible or intangible, or whether now existing or hereafter acquired (the "Collateral"):

- (a) accounts, contract rights, and all other forms of obligations owing to Grantor arising out of the sale or lease of goods or the rendition of services by Grantor, whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, and Grantor's books relating to any of the foregoing (collectively, "Accounts").
- (b) machinery, machine tools, motors, equipment, furniture, furnishings, fixtures, motor vehicles, tools, parts, dies, jigs, goods (other than consumer goods or farm

products), and any interest in any of the forgoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the forgoing, wherever located (collectively, "Equipment").

- (c) general intangibles and other personal property (including choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, applications and registrations in respect of any of the foregoing, blueprints, any and all product formulas and formulations, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, monies due under any royalty or licensing agreements, infringement claims, computer programs, computer discs, computer tapes, customer contacts, literature, reports, catalogs, deposit accounts, insurance premium rebates, tax refunds, and tax refund claims) other than goods and Accounts, and Grantor's books and records relating to any of the foregoing.
- (d) inventory, including goods held for sale or lease or to be furnished under a contract of service and all of Grantor's present and future raw materials, work in process, finished goods, and packaging and shipping materials, wherever located, and any documents of title representing any of the above, and Grantor's books and records relating to any of the foregoing.
- (e) investment property (as that term is defined in Section 9-102 of the UCC, as hereinafter defined).
- (f) letters of credit, notes, drafts, instruments, documents, leases, and chattel paper, and Grantor's books relating to any of the foregoing.

Each item of Collateral listed in this Section 1 that is defined in Articles 8 or 9 of the Uniform Commercial Code, as it exists on the date of this Agreement or as it may hereafter be amended, in the State of New York (the "UCC") shall have the meaning set forth in the UCC.

SECTION 2. Security for Obligations.

This Agreement secures, and the Collateral assigned by Grantor is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code), of all Secured Obligations of Grantor. "Secured Obligations" means all obligations and liabilities of every nature of Grantor (i) to the Creditors now existing under or hereafter arising out of or in connection with the Loan Agreements, or any other Loan Documents (as defined in the respective Loan Agreements; the Loan Agreements and each of the Loan documents as therein defined are referred to collectively herein as the "Loan Documents"), and (ii) to Emigrant, as Agent under each of the Loan Agreements, in each case whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Grantor would accrue on such obligations, whether or not a claim is allowed against Grantor for such interest in the related bankruptcy proceeding), reimbursements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated,

whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or a Creditor as a preference, fraudulent transfer or otherwise, and all obligations of every nature of Grantor now or hereafter existing under this Agreement.

SECTION 3. No Release.

Nothing set forth in this Agreement shall relieve Grantor from the performance of any term, covenant, condition or agreement required on Grantor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any person under or in respect of any of the Collateral or shall impose any obligation on Secured Party or any Creditor to perform or observe any such term, covenant, condition or agreement on Grantor's part to be so performed or observed or shall impose any liability on Secured Party or any Creditor for any act or omission on the part of Grantor relating thereto or for any breach of any representation or warranty on the part of Grantor contained in this Agreement or any other Loan Document or in respect of the Collateral or made in connection herewith or therewith.

SECTION 4. Representations and Warranties.

Grantor represents and warrants as follows:

(a) **Ownership of Collateral.** Except for Permitted Liens (as defined in the Loan Agreements) and except as otherwise expressly permitted by the Loan Agreements and for the security interest created by this Agreement, Grantor owns the Collateral free and clear of any Lien. Except as may have been filed (x) in favor of Secured Party relating to this Agreement or (y) with respect to Permitted Liens, no effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any filing or recording office. There is no agreement, and Grantor shall not enter into any agreement or take any other action, that would result in the imposition of any other Lien (other than Permitted Liens or Liens otherwise permitted by the Loan Agreements), restrict the transferability of any of the Collateral or otherwise impair or conflict with the obligations or the rights of Secured Party hereunder.

(b) **Office Locations; Type and Jurisdiction of Organization.** The chief place of business and the chief executive office of Grantor as of the date hereof are, and have been for the four month period preceding the date hereof, located at the address set forth in the Loan Agreement; and Grantor's type of organization and jurisdiction of organization are as set forth in the heading of this Agreement.

(c) **Perfection.** The security interests in the Collateral granted to Secured Party constitute valid security interests in the Collateral, securing the payment of the Secured Obligations. Upon (i) the filing of UCC financing statements naming Grantor as "debtor," naming Secured Party as "secured party" and describing the Collateral in the office of the Secretary of State of the State of Delaware, the security interests in the Collateral granted to Secured Party will constitute perfected security interests therein prior to all other Liens other than Permitted Liens having priority as a matter of law, to the extent that a security interest in the Collateral may be perfected by the filing of financing statements under the UCC.

(d) **Consents.** Grantor has received all consents and approvals, if any, required to transfer to Secured Party all of Grantor's interest and rights in the Collateral. No consent of any Person (including, without limitation, equity holders or creditors of Grantor) and no consent, authorization, approval, license or other action by, and no notice to or filing with, any governmental authority or other Person, other than those that have been received or completed, is required for (x) the execution, delivery or performance of this Agreement by Grantor (including without limitation the grant of the Lien hereunder), (y) the exercise by Secured Party of the rights provided for in this Agreement or (z) the exercise by Secured Party of the remedies in respect of the Collateral pursuant to this Agreement.

(e) **Filings.** Grantor has caused or will have caused, within ten days following the date hereof, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest granted in the Collateral to Secured Party, to the extent that a security interest in such Collateral may be perfected by the filing of financing statements under the Uniform Commercial Code.

(f) **No Conflicts.** The execution, delivery and performance by Grantor of this Agreement and the grant of the security interest contemplated hereby with respect to the Collateral are within its corporate powers, have been duly authorized by all necessary corporate action, and do not (i) contravene Grantor's certificate of formation or operating agreement, (ii) contravene any contractual restriction binding on it or require any consent under any agreement or instrument to which it is a party or by which any of its properties or assets is bound or result in or require the creation or imposition of any Liens upon any property or assets of Grantor, other than Permitted Liens and other Liens permitted by the Loan Agreements, or (iii) violate any law, rule or regulation, or order, writ, judgment, injunction, decree, determination or award.

SECTION 5. Further Assurances.

Grantor agrees that from time to time, upon the written request of Secured Party, and at the expense of Grantor. Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, at Secured Party's request Grantor will: (i) (A) execute and file such financing or continuation statements, or amendments thereto, (B) execute and deliver, and cause to be executed and delivered, agreements establishing that Secured Party has control of specified items of Collateral and (C) deliver such other instruments or notices in order to perfect and preserve the security interests granted or purported to be granted hereby, (ii) furnish to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail, (iii) appear in and defend any action or proceeding that may affect Grantor's title to or Secured Party's security interest in all or any part of the Collateral, and (iv) use commercially reasonable efforts to obtain any necessary consents of third parties to the assignment and perfection of a security interest to Secured Party with respect to any Collateral. Grantor hereby authorizes Secured Party to file one or more financing or continuation statements relative to all or any part of the Collateral without the signature of Grantor.

SECTION 6. Certain Covenants of Grantor.

Grantor shall:

- (a) not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;
- (b) give Secured Party written notice of any change in Grantor's principal place of business or chief executive office within 15 days of such change;
- (c) except as expressly permitted by the Loan Agreement, pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against Grantor or any of the Collateral as a result of the failure to make such payment.
- (d) not take or permit to be taken any action in connection with the Collateral that could impair in any material respect the value of the interest or rights of Grantor therein or that could impair the interests or rights of the Secured Party therein or with respect thereto.
- (e) not sell, lease, assign, pledge, transfer or otherwise dispose of any of the Collateral, whether now owned or hereafter acquired, except (i) as expressly permitted by the Loan Agreement, (ii) in the ordinary course of business consistent with prior practice, or (iii) the sale or discount of accounts receivable or the assignment of past due accounts receivable for collection.
- (f) in the event that Secured Party desires to exercise any remedies or attorney-in-fact powers set forth in this Agreement and determines it necessary to obtain any approvals or consents of any governmental authority or any other Person therefor, then, upon the reasonable request of Secured Party, Grantor agrees to assist and aid Secured Party to obtain as soon as practicable any necessary approvals for the exercise of any such remedies, rights and powers.

SECTION 7. Secured Party Appointed Attorney-in-Fact.

Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact with full authority in the place and stead of Grantor and in the name of Grantor, Secured Party or otherwise, from time to time in Secured Party's discretion to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

- (a) upon the occurrence and during the continuance of an Event of Default (as defined in either Loan Agreement, an "Event of Default"), to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) upon the occurrence and during the continuance of an Event of Default, to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) upon the occurrence and during the continuance of an Event of Default, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral;

(d) to pay or discharge taxes or Liens (other than Permitted Liens and other Liens permitted under this Agreement or the Loan Agreements) levied or placed upon or threatened against the Collateral, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Party in its sole discretion, any such payments made by Secured Party to become obligations of Grantor to Secured Party, due and payable immediately without demand; and

(e) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Secured Party were the absolute owner thereof for all purposes, and to do, at Secured Party's option and Grantor's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Collateral and Secured Party's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

SECTION 8. Secured Party May Perform.

If Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantor under Section 12(b) hereof.

SECTION 9. Standard of Care.

The powers conferred on Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Secured Party shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Party accords its own property.

SECTION 10. Remedies.

(a) **Generally.** If any Event of Default shall have occurred and be continuing, then Secured Party, in addition to any other rights or remedies available to it at law or in equity, may exercise in respect of the Collateral all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral), or any applicable laws in effect in any jurisdiction where any rights and remedies may be asserted and any and all rights and remedies available to it as a result of this Agreement or any other Loan Document

including, without limitation, the right, to the maximum extent permitted by law, to exercise all rights of ownership pertaining to the Collateral as if it were the sole and absolute owner thereof (and Grantor agrees to take all actions as Secured Party may deem to be required or appropriate to give effect to such right) and also may (i) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable, and (ii) provide instructions directing the disposition of funds in deposit accounts. Secured Party may be the purchaser of any or all of the Collateral at any such sale and Secured Party shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency. Grantor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Secured Party, that Secured Party has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section shall be specifically enforceable against Grantor, and Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no default has occurred giving rise to the Secured Obligations becoming due and payable prior to their stated maturities.

(b) **No Liability of Secured Party.** Secured Party shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to this Section 10 conducted in a commercially reasonable manner. Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the indebtedness under the Loan Agreements, even if Secured Party accepts the first offer received and does not offer the Collateral to more than one offeree.

SECTION 11. Application of Proceeds.

Except as expressly provided elsewhere in this Agreement, all proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral shall be applied in the following order of priority:

FIRST: To the payment of all costs and expenses incurred by Secured Party solely and directly in connection with such sale, collection or other realization, including reasonable compensation to Secured Party and its agents and counsel, and all other expenses, liabilities and advances made or incurred by Secured Party solely and directly in connection therewith, and all amounts for which Secured Party is entitled to indemnification hereunder and all advances made by Secured Party hereunder for the account of Grantor, and to the payment of all costs and expenses paid or incurred by Secured Party solely and directly in connection with the exercise of any right or remedy hereunder;

SECOND: To the payment of all other Secured Obligations, in such order as Secured Party may determine; and

THIRD: To the payment to or upon the order of Grantor, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

SECTION 12. Indemnity and Expenses.

(a) Grantor agrees to indemnify Secured Party and the Creditors from and against any and all claims, losses and liabilities incurred by or asserted against such Secured Party or Creditors and arising out of, in connection with, or as a result of this Agreement and the transactions contemplated hereby (including without limitation enforcement of this Agreement), except to the extent such claims, losses or liabilities resulted from (i) Secured Party's gross negligence or willful misconduct, and (ii) breaches by Secured Party or the Creditors of their obligations under the Loan Documents, respectively, in the case of each of (i) and (ii), as determined in a judgment by a court of competent jurisdiction.

(b) Grantor agrees to pay to Secured Party upon demand the amount of any and all costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Party may incur in connection with (i) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (ii) the exercise of any of the rights of Secured Party hereunder, or (iii) the failure by Grantor to perform or observe any of the provisions hereof. The provisions of this Section 12(b) are in addition to any obligation of Grantor to reimburse any person under the Loan Agreements.

(c) The obligations of Grantor in this Section 12 shall survive the termination of this Agreement and the discharge of Grantor's other obligations under this Agreement, the Loan Agreements and the other Loan Documents.

SECTION 13. Continuing Security Interest; Transfer of Loan; Termination and Release.

(a) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect as long as the principal of or accrued interest on any loan made pursuant to the Loan Agreements or any fee or any other amount payable under any Loan Document is outstanding and unpaid, (ii) be binding upon Grantor and its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party, the Creditors and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), to the extent and in the manner provided in the Loan Agreements, a Creditor may assign or otherwise transfer the loan made by it thereunder to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to Secured Party herein or otherwise.

(b) Upon the indefeasible payment in full of the Secured Obligations, the security interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantor.

(c) Upon any sale or other transfer by Grantor of any Collateral that is permitted hereunder, or upon the effectiveness of any written consent by the Secured Party to the release of the security interest granted hereby in any Collateral, the security interest in such Collateral shall be automatically released and all rights to such Collateral shall revert to Grantor.

(d) In connection with any termination or release pursuant to paragraph (b) or (c) of this Section, Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination or release.

SECTION 14. Amendments; Etc.

No amendment, modification, termination or waiver of any provision of this Agreement, and no consent to any departure by Grantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party and, in the case of any such amendment or modification, by Grantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 15. Notices.

All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in the Senior Loan Agreement, to the address of the parties set forth in the Senior Loan Agreement.

SECTION 16. Failure or Indulgence Not Waiver; Remedies Cumulative.

No failure or delay on the part of Secured Party in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 17. Severability.

Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 18. Headings.

Section and subsection headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 19. Governing Law; Terms; Rules of Construction.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 8 and 9 of the UCC are used herein as therein defined. The rules of construction set forth in subsection 1.02 of the Loan Agreement shall be applicable to this Agreement *mutatis mutandis*.

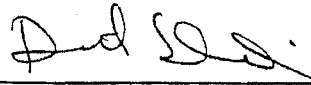
SECTION 20. Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, Grantor and Secured Party have executed and delivered this Agreement as of the date first written above.

CLICKTECH, LLC,
as Grantor

By: 
Name: _____
Title: _____

EMIGRANT BANK, Agent,
as Secured Party

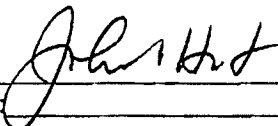
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Secured Party have executed and delivered this Agreement as of the date first written above.

CLICKTECH, LLC,
as Grantor

By: _____
Name:
Title:

EMIGRANT BANK, Agent,
as Secured Party

By: _____
Name: 
Title: _____

Sharrott,Douglas

From: Nguy, David
Sent: Friday, August 29, 2008 4:45 PM
To: Berschadsky,Jonathan; Nguy, David
Subject: Emailing: receipt.htm03491.111



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)



Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Infinite Machines, LLC</td><td>07/31/2008</td></tr></tbody></table>	Name	Execution Date	Infinite Machines, LLC	07/31/2008									
Name	Execution Date												
Infinite Machines, LLC	07/31/2008												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>John Christian Boucard</td></tr><tr><td>Street Address:</td><td>141 South Hudson Street</td></tr><tr><td>Internal Address:</td><td>Suite 101</td></tr><tr><td>City:</td><td>Pasadena</td></tr><tr><td>State/Country:</td><td>CALIFORNIA</td></tr><tr><td>Postal Code:</td><td>91101</td></tr></table>	Name:	John Christian Boucard	Street Address:	141 South Hudson Street	Internal Address:	Suite 101	City:	Pasadena	State/Country:	CALIFORNIA	Postal Code:	91101	
Name:	John Christian Boucard												
Street Address:	141 South Hudson Street												
Internal Address:	Suite 101												
City:	Pasadena												
State/Country:	CALIFORNIA												
Postal Code:	91101												
PROPERTY NUMBERS Total: 3													
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11381514</td></tr></tbody></table>	Property Type	Number	Application Number:	11381514									
Property Type	Number												
Application Number:	11381514												

5/27/2009

TRADEMARK
REEL: 004061 FRAME: 0565

Application Number:	11483042
---------------------	----------

PCT Number:	US0850919
-------------	-----------

CORRESPONDENCE DATA

Fax Number: (212)218-2200

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

Phone: 212-218-2100

Email: jlevitt@fchs.com

Correspondent Name: Fitzpatrick Cella Harper and Scinto

Address Line 1: 30 Rockefeller Plaza

Address Line 2: c/o Jonathan Berschadsky, 38th Floor

Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET
NUMBER:

03491.000111.

NAME OF SUBMITTER:

Jonathan Berschadsky

Signature:

/Jonathan Berschadsky/

Date:

08/29/2008

Total Attachments: 2

source=Infinite Machines to Boucard - 7-31-08#page1.tif

source=Infinite Machines to Boucard - 7-31-08#page2.tif

RECEIPT INFORMATION

EPAS ID: PAT649023

Receipt Date: 08/29/2008

Fee Amount: \$120

[Return to home page](#)

| [.HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

Sharrott,Douglas

From: Nguy, David
Sent: Friday, August 29, 2008 4:46 PM
To: Berschadsky,Jonathan; Nguy, David
Subject: Emailing: receipt.htm03491.111



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)



Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Christian Boucard	07/31/2008
RECEIVING PARTY DATA	
Name:	ClickTech, LLC
Street Address:	6 East 43rd Street
Internal Address:	3rd Floor, c/o David Seldin
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	60884845

5/27/2009

TRADEMARK
REEL: 004061 FRAME: 0567

Application Number:	11836072
Application Number:	11839477
Application Number:	12111883
PCT Number:	US0850919
PCT Number:	US0870370
PCT Number:	US0870366

CORRESPONDENCE DATA

Fax Number: (212)218-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-218-2100
Email: jlevitt@fchs.com
Correspondent Name: Fitzpatrick Cella Harper and Scinto
Address Line 1: 30 Rockefeller Plaza
Address Line 2: c/o Jonathan Berschadsky
Address Line 4: New York, NEW YORK 10112

ATTORNEY DOCKET NUMBER:	03491.000111.
NAME OF SUBMITTER:	Jonathan Berschadsky
Signature:	/Jonathan Berschadsky/
Date:	08/29/2008

Total Attachments: 2
source=Bouchard to Clicktech - PCT apps - 7-31-08#page1.tif
source=Bouchard to Clicktech - PCT apps - 7-31-08#page2.tif

RECEIPT INFORMATION

EPAS ID: PAT649028
Receipt Date: 08/29/2008
Fee Amount: \$280

[Return to home page](#)

| [HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY STATEMENT](#)

5/27/2009

RECORDED: 09/15/2009

TRADEMARK
REEL: 004061 FRAME: 0568