

Total Attachments: 8

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of September 17, 2009 is made by Global Ground Automation, Inc., a Delaware corporation, located at 401 Hackensack Ave., 4th Floor, Hackensack, NJ 07061 (the "Borrower"), in favor of LabMorgan Investment Corporation, a Delaware corporation, located at 277 Park Avenue, 20th Floor, New York, NY 10017, as lender (the "Lender"), parties to the Loan and Security Agreement, dated as of September 17, 2009 by and among Borrower, Rearden Commerce, Inc. a California corporation, Rearden Acquisition Corporation, a Delaware corporation, Expensewire, LLC, an Ohio limited liability company and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement").

W I T N E S S E T H:

WHEREAS, pursuant to the Loan and Security Agreement, the Lender has agreed to make Loans and certain financial accommodations for the direct or indirect benefit of the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the Loan and Security Agreement, the Borrower pledged and granted to the Lender a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to make Loans and other financial accommodations to the Borrower pursuant to the Loan and Security Agreement, the Borrower agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan and Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a first priority, continuing security interest in and Lien upon all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral") to the Lender for the benefit of Lender to secure payment, performance and observance of Borrower's Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL GROUND AUTOMATION, INC.

By: 

Name: Patrick W. Grady

Title: President

Date: September 17, 2009

LABMORGAN INVESTMENT CORPORATION

By: _____

Name:

Title:

Date:

Signature Page to Security Interest in Trademark Rights
Ground Global Automation, Inc.

TRADEMARK
REEL: 004064 FRAME: 0983

ACKNOWLEDGMENT OF BORROWER

STATE OF)
) ss
COUNTY OF)

On the ____ day of September 2009, before me personally came _____, who is personally known to me to be the _____ of Global Ground Automation, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

See attached Notary acknowledgment & Seal.

Notary Public

(PLACE STAMP AND SEAL ABOVE)

Signature Page to Security Interest in Trademark Rights
Ground Global Automation, Inc.

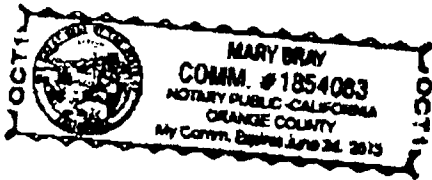
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Sept. 17, 2009 before me, Mary Bray Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick W. Grady
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Bray
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Grant of Security Interest in Patent Rights

Document Date: Sept. 17, 2009 Number of Pages: NOX 6 SY (6)

Signer(s) Other Than Named Above: No other on this date in my presence

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick W. Grady

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLOBAL GROUND AUTOMATION, INC.

By: _____
Name:
Title:
Date:

LABMORGAN INVESTMENT CORPORATION


By: Vincent R. DiGestivo
Name: Vincent R. DiGestivo
Title: Senior Vice President
Date:

[Signature page to GGA Trademark SI Agreement]

ACKNOWLEDGMENT OF LENDER

STATE OF New York)
COUNTY OF New York)^{ss}

On the 18th day of September, 2009, before me personally came VINCENT R. DiGiovanna, who is personally known to me to be the Senior Vice President of LabMorgan Investment Corporation, a Delaware corporation; who, being duly sworn, did depose and say that ~~she~~/he is the Senior Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said.


Notary Public HEATHER LEIGH BALEY
Notary Public, State of New York
No. 24-4988090
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 4, 2012

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Title	App./Reg. No.
TRANSPONENT	2,207,466