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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-23-09

1. Name of conveying party(ies):

LOOMIA., INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Venture Lending & Leasing IV, Inc. and

Internal

Address: Venture Lending & Leasing V, Inc.

Street Address: 2010 North First Street

City: San Jose

State: California

Country: US Zip: 95131

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 9/11/09

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/980,650; 78/530,210

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey T. Klugman, Esq.

Internal Address: _____

Street Address: Four Embarcadero Center, Suite 4000

City: San Francisco

State: California Zip: 94111

Phone Number: 415-981-1400

Fax Number: 415-777-4961

Email Address: _____

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name 09/24/2009 NJAMA1 00000032 78980650

01 FC:8521
02 FC:8522

9/21/09

48.00 OP
25.00 OP

9. Signature:

Signature

Jeffrey T. Klugman

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004069 FRAME: 0050

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2009 by and among Loomia, Inc., a Delaware corporation ("**Borrower**"), and each of Venture Lending & Leasing IV, Inc., a Maryland corporation ("**VLL4**"), and Venture Lending & Leasing V, Inc., a Maryland corporation ("**VLL5**"). VLL4 and VLL5 each are sometimes being referred to herein individually, as a "**Lender**" and collectively, as "**Lenders**" and each reference in this Amendment to "Lender" shall mean and refer to each of VLL4 and VLL5, singly and independent of one another.

RECITALS

A. Pursuant to a Loan and Security Agreement and Supplement thereto, both dated as of July 23, 2008 (as the same have been and may be amended, restated, supplemented and modified from time to time, the "**Loan Agreement**" and the "**Supplement**", respectively), among Borrower and Lenders, Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "**Loans**"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement and the Supplement.

B. Lenders are willing to continue to extend such financial accommodations to Borrower, but only upon the condition, among others, that Borrower shall grant to each Lender a security interest in substantially all of Borrower's Intellectual Property whether presently existing or hereafter acquired.

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 and all other agreements now existing or hereafter arising among Borrower and Lenders, Borrower hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Documents, Borrower grants to each Lender a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all Proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interests are granted in conjunction with the security interests granted to Lenders under the Loan Agreement. The rights and remedies of Lenders with respect to the security interests 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 Lenders as a matter of law or equity. Each right, power and remedy of Lenders 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 Lenders 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 Lenders, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

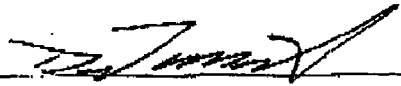
Address:

900 Kearny Street, Suite 600
San Francisco, California 94133

Attn: Chief Financial Officer

BORROWER:

LOOMIA, INC.

By: 

Title: CEO

Address:

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IV, INC.

By: _____

Title: _____

Address:

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

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.

Address:

900 Kearny Street, Suite 600
San Francisco, California 94133

Attn: Chief Financial Officer

BORROWER:

LOOMIA, INC.

By: _____

Title: _____

Address:

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING IV, INC.

By:  _____

Name: Jay Cohan

Title: Vice President

Address:

2010 North First Street, Suite 310
San Jose, CA 95131

Attn: Chief Financial Officer

SECURED PARTY:

VENTURE LENDING & LEASING V, INC.

By:  _____

Name: Jay Cohan

Title: Vice President

EXHIBIT A

Copyrights

Description
None.

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Method and system for providing personalized recommendations as an online service	60/764,092	
	11/701,281	
Integration of a personalized recommendation service	60/764,046	
	11/701,042	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Loomia	78/980650 (classes 9 and 42)	11/18/2008
Loomia	78/530210 (class 35)	12/9/2004