

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
LIVHOME, INC.		01/25/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	5820 CANOGA AVENUE
Internal Address:	SUITE 210
City:	WOODLAND HILLS
State/Country:	CALIFORNIA
Postal Code:	91367
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	78791123	COMFRERE
Serial Number:	78684056	LIVE LONG. LIVE WELL. LIVHOME.
Serial Number:	76015167	ELDER CARE COMES HOME
Serial Number:	76487921	ASSISTED LIVING COMES HOME
Serial Number:	76357377	THE LIVHOME PATH
Serial Number:	75759473	LIVHOME
Serial Number:	75672342	LIVHOME

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8586386733
 Email: karen.johanson@dlapiper.com
 Correspondent Name: DLA PIPER LLP (US)
 Address Line 1: 4365 EXECUTIVE DR, SUITE 1100

CH \$190.00 78791123

900144336

**TRADEMARK
 REEL: 004071 FRAME: 0363**

Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN DIEGO, CALIFORNIA 92121-2133

ATTORNEY DOCKET NUMBER:	354271-117
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	09/30/2009

Total Attachments: 5
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and LIVHOME, INC. ("Grantor").

RECITALS

A. Bank 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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 interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Amended and Restated 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:

LIVHOME, INC.

5900 Wilshire Boulevard, Suite 705
Los Angeles, CA 90036

By: Danny Gange

Attn: Chief Financial Officer

Title: Danny Gange, CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

5820 Canoga Avenue, Suite 210
Woodland Hills, CA 91367

By: Victoria Regan

Attn: Vicky Regan

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App.</u> <u>No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
COMFRERE	78791123	1/13/06
LIVE LONG. LIVE WELL. LIVHOME.	78684056	8/2/05
ELDER CARE COMES HOME	76015167	3/31/00
ASSISTED LIVING COMES HOME	76487921	2/6/03
THE LIVHOME PATH	76357377	1/11/02
LIVHOME	75759473	7/26/99
LIVHOME	75672342	4/1/99