

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KANOODLE.COM, Inc.		06/28/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Escalate Capital I, L.P.
<b>Street Address:</b>	150 Almaden Blvd.
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95713
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3447956	BEHAVIORTARGET
Registration Number:	3226348	BRIGHTADS
Registration Number:	2984604	CONTEXTTARGET
Registration Number:	3299052	DEMOTARGET
Registration Number:	3067103	DOMAINHOP
Registration Number:	3594789	KANOODLE
Registration Number:	3133471	KEYWORDTARGET
Registration Number:	3074819	LOCALTARGET
Registration Number:	3474061	PULSE 360
Serial Number:	77814189	PULSE 360° FULL CIRCLE PERFORMANCE
Serial Number:	77814344	PULSE 360 FULL CIRCLE PERFORMANCE
Serial Number:	77046770	PULSE360
Registration Number:	3486510	SEEVAST
Serial Number:	77389640	SYNDIGO

OP \$390.00 3447956

Serial Number:

77389645

SYNDIGO NETWORKS

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 214-758-1509

Email: vwalker@pattonboggs.com

Correspondent Name: Vicky Walker, Senior Paralegal

Address Line 1: 2001 Ross Avenue, Suite 3000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:

023854.0100 [SEEVAST]

NAME OF SUBMITTER:

Vicky Walker

Signature:

/Vicky Walker/

Date:

10/09/2009

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 28, 2006 by and between Escalate Capital I, L.P. ("Lender") and KANOODLE.COM, Inc. ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and 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. Borrower represents and warrants as of the date hereof 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. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

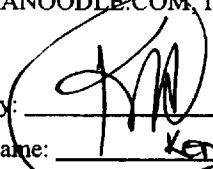
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BORROWER:**

KANOODLE.COM, INC.

Address of Borrower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  \_\_\_\_\_  
Name: KENNETH HALL  
Title: CHIEF FINANCIAL OFFICER

**LENDER:**

ESCALATE CAPITAL I, L.P.,  
a Delaware limited partnership

Address of Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: Escalate Capital Management I,  
its general partner  
By: EC Management I, L.P.,  
a general partner  
By: Escalate Capital Management Co., LLC,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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.

**BORROWER:**

KANOODLE.COM, INC.

Address of Borrower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

ESCALATE CAPITAL I, L.P.,  
a Delaware limited partnership


By: Escalate Capital Management I,  
its general partner

By: EC Management I, L.P.,  
a general partner

By: Escalate Capital Management Co., LLC,  
its general partner

Address of Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By:  \_\_\_\_\_

Name: J Ross Cockrell

Title: GP / Member

**COPYRIGHT REGISTRATIONS**

Title	Reg. No.	Reg. Date	Status	Owner
<i>none</i>				

**PATENTS AND PATENT APPLICATIONS**

Country	Application No.	Filing Date	Publication No.	Publication Date	Patent No.	Patent Issue Date	Title	Status	Owner
United States	10/294144	11/14/2002	2004/0098302	05/20/2004			Method And System For Offering Advertising Services	Pending; Published; Appeal Brief filed 12/15/08	Pulse 360, Inc.
United States	10/954543	09/30/2004	2005/0065847	03/24/2005			Method And System For Offering Advertising Services (CIP)	Pending; Published; Appeal Brief filed 12/18/08	Pulse 360, Inc.
United States	11/085485	03/21/2005	(Request for Non-Publication Acknowledged)				System And Method For Determining Advertising Positions In An Impression-Space	Pending; Unpublished; Notice 06/24/09	Pulse 360, Inc.
United States	11/304026	12/15/2005	2007/0143296	06/21/2007			Taxonomy-Based Method And System For Targeted Advertising	Pending; Published; Reply Brief filed 05/13/09	Pulse 360, Inc.

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Mark	Country / State	Application No.	Filing Date	Registration No.	Registration Date	Status	Owner
BEHAVIORTARGET	United States	77178737	05/11/2007	3447956	06/17/2008	Registered	Pulse 360, Inc.
BRIGHTADS	United States	761616090	10/15/2004	3226348	04/10/2007	Registered	Kanoodle.com, Inc.
CONTEXTTARGET	United States	76567125	12/29/2003	2984604	08/16/2005	Registered	Pulse 360, Inc.
DEMOTARGET	United States	78603944	04/07/2005	3299052	09/25/2007	Registered	Pulse 360, Inc.
DOMAINHOP	United States	76584302	04/01/2004	3067103	03/14/2006	Registered	Pulse 360, Inc.
KANOODLE	Australia	984260	01/07/2004	984260	01/07/2004	Registered	Kanoodle.com, Inc.
KANOODLE	United States	77550512	08/19/2008	3594789	03/24/2009	Registered	Kanoodle.com, Inc.
KANOODLE.COM	Canada	1046461	02/10/2000	600297	01/22/2004	Registered	Kanoodle.com, Inc.
KANOODLE.COM	European Union	003576501	12/10/2003	003576501	07/14/2005	Registered	Kanoodle.com, Inc.
KEYWORDTARGET	United States	76579861	03/08/2004	3133471	08/22/2006	Registered	Kanoodle.com, Inc.
LOCALTARGET	United States	76567113	12/29/2003	3074819	03/28/2006	Registered	Kanoodle.com, Inc.
PULSE 360	United States	781946059	08/07/2006	3474061	07/22/2008	Registered	Pulse 360, Inc.
PULSE 360 FULL CIRCLE PERFORMANCE (horizontal logo)	United States	771814189	08/27/2009			Pending	Pulse 360, Inc.
PULSE 360 FULL CIRCLE PERFORMANCE (horizontal stacked logo)	United States	771814344	08/27/2009			Pending	Pulse 360, Inc.
PULSE360	United States	771046770	11/17/2006			Published for Opposition 06/16/09	Pulse 360, Inc.
SANTA MONICA NETWORKS INC.	California			057171	01/15/2003	Registered	Seevast Corp.
SEEVAST	United States	781945252	08/04/2006	3486510	08/12/2008	Registered	Seevast Corp.
SYNDIGO	Australia	1253887	07/25/2008	1253887	07/25/2008	Registered	SyndiGo, Inc.
SYNDIGO	Canada	1405045	07/28/2008			Pending; Response filed 07/07/09	SyndiGo, Inc.
SYNDIGO	European Union	007086069	07/23/2008			Pending; Registration fees paid 05/21/09	SyndiGo, Inc.
SYNDIGO	United States	77389640	02/06/2008			Pending; Statement of Use Accepted 08/21/09	SyndiGo, Inc.
SYNDIGO NETWORKS	United States	77389645	02/06/2008			Pending; Statement of Use Accepted 08/21/09	SyndiGo, Inc.

**TRADEMARK**