

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
Scanbuy, Inc.		10/05/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Masthead Venture Partners Capital, L.P.
Street Address:	55 Cambridge Parkway, Suite 103
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02142
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3255803	SCANBUY SHOPPER
Registration Number:	3266037	EZCODE
Registration Number:	3234800	SCANLIFE
Registration Number:	3007364	SCANZOOM
Registration Number:	2973656	OPTICAL INTELLIGENCE
Registration Number:	2879323	SCANCLIK
Registration Number:	2889505	SCANBUY
Registration Number:	2882070	SCANCOMMERCE

CORRESPONDENCE DATA

Fax Number: (212)230-8888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212- 937-7210
 Email: lizette.shea@wilmerhale.com
 Correspondent Name: Claudia A. Smith
 Address Line 1: 399 Park Avenue, 37th Floor

OP \$215.00 3255803

900146614

**TRADEMARK
 REEL: 004088 FRAME: 0781**

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 0290836-00133

NAME OF SUBMITTER: Lizette Shea

Signature: /Lizette Shea/

Date: 10/30/2009

Total Attachments: 8

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NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "Agreement") is made this 5th day of October, 2009, by Scanbuy, Inc., a Delaware corporation ("Borrower") in favor of the MASTHEAD VENTURE PARTNERS CAPITAL, L.P., as Collateral Agent (the "Collateral Agent") on behalf of the lenders (the "Lenders") pursuant to (i) the Note and Warrant Purchase Agreement dated as of October 5, 2009, by and among Borrower and Lenders (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Purchase Agreement"), (ii) the Senior Secured Convertible Promissory Notes issued by the Borrower to each Lender (the "Notes"), (iii) the Security Agreement in favor of the Lenders dated as of October 5, 2009, by and among Borrower and Lenders (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement") and, (iv) the Appointment of Collateral Agent dated as of October 6, 2009 (the "Appointment") and together with the Purchase Agreement, the Notes, and the Security Agreement, the "Loan Documents").

WHEREAS, Borrower is the owner of (a) trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including without limitation the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the "Marks"), (b) patents, patent applications and patentable inventions, including, without limitation, each patent identified in Exhibit B attached hereto and made a part hereof, and including without limitation all inventions and improvements described and claimed therein and the right to make, have made, use or sell market or advertise for sale the same, and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof and all improvements thereon (the "Patents"), (c) copyrights, copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights and all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, including, without limitation, the copyrights in each original work of authorship identified in Exhibit C attached hereto and made a part hereof, and including without limitation the right to exercise any or all of the exclusive rights of a copyright owner with regard to the foregoing (the "Copyrights"), and (d) for each Mark, Patent and Copyright, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto (together with the Trademarks, Patents and Copyrights, the "Intellectual Property");

WHEREAS, the Lenders have agreed to extend credit facilities to Borrower pursuant to the Purchase Agreement on condition that the Borrower pledge and grant to the Lenders a security interest and lien in and to assets of the Borrower, including, without

limitation, in and to the Intellectual Property and all proceeds thereof and all other related claims and rights (as more fully described in the Security Agreement);

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the due and timely payment and performance of the Obligations, Borrower and Lenders agree as follows:

1) Grant of Security Interest. Borrower hereby pledges and grants to Masthead Venture Partners Capital, L.P., in its capacity as Collateral Agent for Lenders, a security interest and lien in and to the Intellectual Property and all proceeds thereof and give notice of such security interest and the existence of such Security Agreement providing therefor. Notwithstanding the foregoing, no security interest is granted in any contract rights, licenses or intellectual property if such grant causes a default enforceable under applicable law or if a third party has the right enforceable under applicable law to terminate Borrower's rights under or with respect to any such contract, license or intellectual property and such third party has exercised such right of termination.

2) Purpose. Borrower has entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted to the Lenders in connection with the Loan Documents and is expressly subject to the terms and conditions thereof.

3) Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Documents, as applicable.

4) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

AGREED:

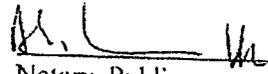
SCANBUY, INC.

By:


Name: Jonathan Bulkeley
Title: CFO

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.

On this 5th day of October, 2009, before me personally appeared Jonathan Bulkeley, to me known, who, being by me duly sworn, declared that he is a CFO of Scanbuy, Inc., the corporation described in and which has executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.


Notary Public
My commission expires: _____

Abraham Harooni
Notary Public, State of New York
No. 41-4934341
Qualified in Nassau County
Commission Expires June 13, 2010

EXHIBIT A

The Marks

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
SCANBUY SHOPPER	78928279	July 12, 2006	3255803	June 26, 2007	Scanbuy
EZCODE	78660175	June 28, 2005	3266037	July 17, 2007	Scanbuy
SCANLIFE	78620632	May 2, 2005	3234800	April 24, 2007	Scanbuy
SCANZOOM	78371172	February 20, 2004	3007364	October 18, 2005	Scanbuy
OPTICAL INTELLIGENCE	78291282	August 22, 2003	2973656	July 19, 2005	Scanbuy
SCANCLICK	78236444	April 10, 2003	2879323	August 31, 2004	Scanbuy
SCANBUY	76114852	August 21, 2000	2889505	September 28, 2004	Scanbuy
SCANCOMMERCE	76114177	August 21, 2000	2882070	September 7, 2004	Scanbuy

EXHIBIT B**The Patents****ISSUED PATENTS:**

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
7,156,311	1/2/2007	10/757,095	1/14/2004	<i>System and method for decoding and analyzing barcodes using a mobile device</i>	Olivier Attia; Prateek Shrivastava; Roman Zatspine; Avi Outmezguine	SCANBUY
7,287,696	10/30/2007	11/602,012	11/20/2006	<i>System and method for decoding and analyzing barcodes using a mobile device</i>	Olivier Attia; Prateek Shrivastava; Roman Zatspine; Avi Outmezguine	SCANBUY
7,242,816	7/10/2007	10/832,319	4/27/2004	<i>Group Average Filter algorithm for digital image processing</i>	Olivier Attia; Prateek Shrivastava; Roman Zatspine; Avi Outmezguine	SCANBUY
7,245,780	7/17/2007	11/410,565	4/26/2006	<i>Group Average Filter algorithm for digital image processing</i>	Olivier Attia; Prateek Shrivastava; Roman Zatspine; Avi Outmezguine	SCANBUY
7,309,015	12/18/2007	11/168,806	4/28/2004	<i>Mobile device control center utilizing barcode scanning technology</i>	Didier Frantz; Avi Outmezguine	SCANBUY
7,387,250	6/17/2008	10/993,970	11/19/2004	<i>System and method for on the spot purchasing by scanning barcodes from screens with a mobile device</i>	Olivier Attia; Ashish Muni; Avi Outmezguine	SCANBUY

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
7,168,621	1/30/2007	10/833,017	4/28/2004	<i>Section based algorithm for image enhancement</i>	Rashmi Ghai; Didier Frantz	SCANBUY
7,387,250	06/17/2008	10/993,970	11/19/2004	<i>System and Method for on the spot purchasing by scanning barcodes from screen with a mobile device</i>	Ashish Muni	SCANBUY

PATENT APPLICATIONS:

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
		11/772707	07/02/07	<i>Efficient And Accurate Extraction Of A Quadrilateral Subregion Of Interest In A Digital Image</i>	Hannes Kruppa	SCANBUY
		12/015401	01/16/08	<i>LIGHTWEIGHT ERROR DETECTION FOR BARCODES</i>	Hannes Kruppa	SCANBUY
		12/015405	1/16/2008	<i>MICRO-EZ CODE: DEFINITION OF A SPACE-EFFICIENT 2-DIMENSIONAL BARCODE</i>	Hannes Kruppa	SCANBUY
		11/677524	02/21/07	<i>Mobile Payment System Using Barcode Capture</i>	Didier Frantz; Manik Kakar; Ashish Muni	SCANBUY
		EP04703562.1	1/5/2006	<i>System and method for decoding and analyzing barcodes using a mobile device</i>	Olivier Attia; Prateek Shrivastava; Roman Zatspine; Avi Outmezguine	SCANBUY
		11/734173	04/11/07	<i>System And Method For Recovering</i>	Hannes Kruppa	SCANBUY

<u>Patent Number</u>	<u>Issue Date</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor</u>	<u>Current Owner</u>
				<i>Image Detail From Multiple Image Frames In Real-Time</i>		
		09/883933	06/20/01	<i>System and method for scan-based input, storage and retrieval of information over an interactive communication network</i>	Olivier Attia	SCANBUY
		11/108923	04/19/05	<i>Real-time behavior monitoring system</i>	Didier Frantz; Ben Hugo Sloan Chesser	SCANBUY

EXHIBIT C

The Copyrights

<u>Registration No.</u>	<u>Registration Date</u>	<u>Title</u>	<u>Author</u>	<u>Current Owner</u>
Txu1-164-280	3/1/2004	ScanZoom for Personal Digital Assistants	Multiple	Scanbuy
TXu1-158-22	3/1/2004	ScanZoom for Cell Phones	Multiple	Scanbuy
Txu1-163-490	3/1/2004	ScanZoom for Java	Multiple	Scanbuy