

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
Metrosol, Inc.		11/09/2009	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3688028	METROSOL

CORRESPONDENCE DATA

Fax Number: (949)790-9026
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 949-754-0815
 Email: dlemay@svbank.com
 Correspondent Name: Diane LeMay
 Address Line 1: 38 Technology Drive
 Address Line 2: Suite 150
 Address Line 4: Irvine, CALIFORNIA 92618

NAME OF SUBMITTER:	Anna B. Trimble
Signature:	/Anna B. Trimble/
Date:	11/13/2009

Total Attachments: 10

900147605

**TRADEMARK
 REEL: 004096 FRAME: 0045**

CH \$40.00 3688028

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), entered into as of November 9, 2009 (the "Effective Date"), is by and between SILICON VALLEY BANK ("Secured Party"), and METROSOL, INC. ("Grantor").

RECITALS

A. Secured Party and Grantor have entered into that certain Loan and Security Agreement dated August 24, 2004, as amended on September 15, 2006, October 1, 2007, and November 9, 2009 (hereinafter referred to collectively, as the same may be amended, modified or supplemented from time-to-time, with all exhibits to any of the foregoing, the "Loan Agreement"; capitalized terms used herein which are not defined shall have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in and to all Collateral.

C. After due consideration, Secured Party and Grantor desire to modify the Loan Agreement by including Grantor's intellectual property (as further described in Section 1 of this Agreement) as Collateral subject to the Loan Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as collateral security for the payment and performance of the Obligations, Secured Party and Grantor hereby agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure all of the Obligations, Grantor grants to Secured Party a security interest in all of Grantor's intellectual property, including, without limitation, all right, title and interest in and to the following:

a. All Intellectual Property (as defined in the Loan Agreement).

b. All present and future copyrights, including, without limitation, all registered and unregistered copyrights and other works of authorship (including, without limitation, works of authorship which fall in any of the categories set forth under 17 U.S.C. § 102(a), mask works software, computer programs, computer databases, computer program flow diagrams, source codes, and object codes), which are subject to copyright protection under The Copyright Act of 1976, 17 U.S.C. §§101 *et seq.*, as amended, and the common law of the United States, and all elements and derivatives thereof (collectively, the "Copyrights"), together with all of Grantor's rights to secure renewals and extensions of the Copyrights, the right to register, protect and enforce the Copyrights, the right to sue and recover for all past, present, and future violations of the Copyrights, and all other rights of every kind whatsoever arising from or in connection with the Copyrights. Exhibit A, which is attached hereto and incorporated herein by reference, sets forth a non-exhaustive list of the Copyrights. For the avoidance of doubt, the Copyrights are not limited to those listed in Exhibit A.

c. All present and future patent rights, including, without limitation, all registered and unregistered basic patents, combination patents, design patents, fencing patents, paper patents, plant patents, process patents, utility patents, patents pending, patent applications, provisional patents, patent assignments, and like patent rights and protections (including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same), and all elements and derivatives thereof (collectively, the "Patents"), together with all of Grantor's rights to secure renewals and extensions of the Patents, the right to register, protect and enforce the Patents, the right to sue and recover for all past, present, and future violations of the Patents, and all other rights of every kind whatsoever arising from or in connection with the Patents. Exhibit B, which is attached hereto and incorporated herein by reference, sets forth a non-exhaustive list of the Patents. For the avoidance of doubt, the Patents are not limited to those listed in Exhibit B.

d. All present and future trademark rights, including, without limitation, all registered and unregistered trademarks, service marks, trade names, trade dress, brands, word marks, logos, slogans, and all elements, derivatives and variations thereof (collectively, the "Trademarks"), together with the entire goodwill of the business of Grantor connected with, arising from or otherwise symbolized by the Trademarks, all of Grantor's rights to secure renewals and extensions of the Trademarks, the right to register, protect and enforce the Trademarks, the right to sue and recover for all past, present, and future violations of the Trademarks, and all other rights of every kind whatsoever arising from or in connection with the Trademarks. Exhibit C, which is attached hereto and incorporated herein by reference, sets forth a non-exhaustive list of the Trademarks. For the avoidance of doubt, the Trademarks are not limited to those listed in Exhibit C.

e. All present and future Internet domain names, including, without limitation, all registered and unregistered Internet domain names, and all elements and derivatives thereof (collectively, the "Domain Names"), together with the entire goodwill of the business of Grantor connected with, arising from or otherwise symbolized by the Domain Names, all of Grantor's rights to secure renewals and extensions of the Domain Names, the right to register, protect and enforce the Domain Names, the right to sue and recover for all past, present, and future violations of Domain Names, and all other rights of every kind whatsoever arising from or in connection with the Domain Names. Exhibit D, which is attached hereto and incorporated herein by reference, sets forth a non-exhaustive list of the Domain Names. For the avoidance of doubt, the Domain Names are not limited to those listed in Exhibit D.

f. All other present and future intellectual property and general intangibles, and all elements and derivatives thereof (collectively, "Miscellaneous Intangibles"), together with all of Grantor's rights to secure renewals and extensions of the Miscellaneous Intangibles, the right to register, protect and enforce the Miscellaneous Intangibles, the right to sue and recover for all past, present, and future violations of the Miscellaneous Intangibles, and all other rights of every kind whatsoever arising from or in connection with the Miscellaneous Intangibles.

g. All present and future income interests, accounts, accounts receivable, fees, royalties, payments, proceeds and other amounts payable to Grantor in connection with the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles.

h. All benefits arising from or in connection with all present and future license agreements and other grant-of-rights agreements with respect to the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles, and all rights to receive license fees, royalties and other payments arising from such use to the extent permitted by such agreements.

i. All present and future rights to sue and recover monetary damages (including, without limitation, attorneys' fees and costs) and equitable relief for all past, present, and future infringements, dilutions, circumventions and other violations of the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles.

j. All present and future amendments, extensions, renewals and extensions of any of the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles.

k. All proceeds from and products of the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing, all monies derived from the foregoing, all monetary damages and equitable relief recovered or collected from lawsuits arising from or in connection with the foregoing, and all rights corresponding to the foregoing throughout the universe.

2. Loan Agreement. This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The Secured Party's rights and remedies with respect to the security interest granted herein are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement, 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 Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

a. Grantor has no present Copyrights registered with the U.S. Copyright Office or some domestic or international agency or registry (e.g., the Writers' Guild of America), except as disclosed on Exhibit A hereto;

b. Grantor has no present Patents or Trademarks registered with the U.S. Patent & Trademark Office or some domestic or international agency or registry (e.g., the Texas Secretary of State), except as disclosed on Exhibits B and C hereto;

c. Grantor has no present Domain Names registered with some domestic or international agency or registry, except as disclosed on Exhibit D hereto;

d. Grantor has no present Miscellaneous Intangibles registered with some domestic or international agency or registry;

e. Grantor shall undertake all reasonable measures to cause its employees, agents, independent contractors, licensees, assignees, transferees or other third parties to assign to Grantor all rights in and to any Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles in which Grantor has or may subsequently acquire any right, title or interest.

f. Grantor shall promptly advise Secured Party of any Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles not specified in this Agreement, which is hereafter acquired, in whole or in part, by Grantor.

g. Grantor shall not register any Copyrights, Patents, Trademarks, Domain Names or Miscellaneous Intangibles with any domestic or international agency or registry without first complying with the following: (i) providing Secured Party with at least fifteen (15) days prior written notice thereof; (ii) providing Secured Party with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time-to-time to perfect or continue the perfection of Secured Party's interest in the Copyrights, Patents, Trademarks, Domain Names and Miscellaneous Intangibles.

4. Waiver of Right to Jury Trial. Secured Party and Grantor each hereby waive the right to trial by jury in any action or proceeding (whether sounding in contract, tort or otherwise) concerning: (i) this Agreement; or (ii) any other present or future instrument or agreement between Secured Party and Grantor which concerns the Copyrights, Patents, Trademarks, Domain Names and/or Miscellaneous Intangibles.

5. Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall be deemed one instrument. To facilitate its execution, the parties may execute and exchange counterparts of this Agreement by facsimile transmission or electronic mail.

6. General. If any action relating to this Agreement is brought by either party hereto against the other party, then the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, and the Loan Agreement, comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. Should any term or condition of this Agreement be held invalid or unenforceable for any reason by a court with binding authority, the remaining terms and conditions shall not be affected. This Agreement shall be governed by the laws of the State of Texas, without regard for choice or conflicts of law analysis. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in Travis County, Texas.

IN WITNESS WHEREOF, Secured Party and Grantor have caused this Intellectual Property Security Agreement to be duly executed by their respective officers thereunto duly

authorized as of the Effective Date.

Address of Grantor:
2101 Donley Drive, Suite 101
Austin, Texas 78758

Grantor:
METROSOL, INC.
(a Texas corporation)

By: 

Title: CEO

Print Name: Sean Jameson

Address of Secured Party:
3003 Tasman Drive
Santa Clara, California 95054

Secured Party:
SILICON VALLEY BANK
(a California corporation)

By: Kristina Oliver

Title: Kristina Oliver

Print Name: Advisor

EXHIBIT A
COPYRIGHTS

n/a	<u>Description</u>	U.S. Registration <u>Number</u>	U.S. Registration <u>Date</u>
		None	n/a

EXHIBIT B

US PATENTS

<u>U.S. Patent Number</u>	<u>Date of Issuance</u>	<u>U.S. Patent Application Number</u>	<u>Date of Filing</u>
6222199	April 24, 2001	09318035	May 25, 1999
6323947	November 27, 2001	09461658	December 14, 1999
6414302	July 2, 2002	09160017	September 24, 1998
7026626	April 11, 2006	10669030	September 23, 2003
7067818	June 27, 2006	10668642	September 23, 2003
7126131	October 24, 2006	10909126	July 30, 2004
7189973	March 13, 2007	11412810	April 27, 2006
7282703	October 16, 2007	11418827	May 5, 2006
7342235	March 11, 2008	11600413	November 16, 2006
7391030	June 24, 2008	11800026	May 03, 2007
7394551	July 1, 2008	10668644	September 23, 2003
7399975	July 15, 2008	10930219	August 31, 2004
7446876	November 04, 2008	11517894	September 08, 2006
7485869	February 3, 2009	11711482	February 27, 2007
7511265	March 31, 2009	11418846	May 5, 2006
7579601	August 25, 2009	11711908	February 27, 2007
n/a	n/a	10930339	August 31, 2004
n/a	n/a	11711592	February 27, 2007
n/a	n/a	11789686	April 25, 2007
n/a	n/a	11998263	November 29, 2007
n/a	n/a	12072878	February 28, 2008
n/a	n/a	12080947	April 07, 2008
n/a	n/a	12231350	September 02, 2008
n/a	n/a	12454837	May 22, 2009
n/a	n/a	12584203	September 01, 2009
n/a	n/a	11600414	November 16, 2006
n/a	n/a	11600477	November 16, 2006
n/a	n/a	90009164	July 14, 2008
n/a	n/a	90009320	November 07, 2008
n/a	n/a	90009409	February 11, 2009

EXHIBIT B (CONTINUED)

INTERNATIONAL PATENTS

<u>Country</u>	<u>Patent Number</u>	<u>Date of Issuance</u>	<u>Patent Application Number</u>	<u>Date of Filing</u>
Korea	10-0897109	May 09, 2009	10-2006-7005681	March 22, 2006
China	n/a	n/a	200480027513.6	Sept 21, 2004
Japan	n/a	n/a	528098/06	May 09, 2006
EU	n/a	n/a	4784655.5	Sept 21, 2004
Korea	n/a	n/a	2008-7029592	Nov 05, 2008
Japan	n/a	n/a	509605/09	Nov 05, 2008
Taiwan	n/a	n/a	96115902	May 04, 2007
Taiwan	n/a	n/a	96112154	April 04, 2007
Korea	n/a	n/a	2008-7024989	October 13, 2008
Japan	n/a	n/a	507685/09	October 24, 2008
Taiwan	n/a	n/a	97106675	Feb 26, 2008

EXHIBIT C

TRADEMARKS

<u>Trademark</u>	<u>U.S. Trademark Registration Number</u>	<u>U.S. Trademark Serial Number</u>	<u>Date of Filing</u>	<u>Date of Registration</u>
METROSOL	3688028	77346219	December 6, 2007	September 29, 2009

EXHIBIT D

DOMAIN NAMES

Domain Name
METROSOL.COM

Date of Creation
September 16, 2002

Date of Expiration
September 16, 2011