

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VENDA LIMITED		01/14/2010	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX VENTURE FINANCE LLC		
<b>Street Address:</b>	1717 Main Street, Suite 1100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3175950	VENDA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergekohn.com		
Correspondent Name:	Nancy Brougher		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6491.005		
NAME OF SUBMITTER:	Nancy Brougher		
Signature:	/njb/		
Date:	01/22/2010		

OP \$40.00 3175950

**Total Attachments: 5**

source=Venda Trademark Security Agreement#page1.tif

source=Venda Trademark Security Agreement#page2.tif

source=Venda Trademark Security Agreement#page3.tif

source=Venda Trademark Security Agreement#page4.tif

source=Venda Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of January 14, 2010, by VENDA LIMITED, a company registered in England and Wales ("Grantor"), in favor of ORIX VENTURE FINANCE LLC (together with its successors and assigns, "Lender").

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaces, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make certain loans and other financial accommodations (the "Loans") for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement on the condition, among others, that Grantor shall have executed and delivered to Lender (a) that certain Debenture dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Debenture") and (b) this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the Obligations, Grantor hereby grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks, including, but not limited to, the United States federally registered Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. AGREEMENT; DEBENTURE. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Debenture. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

5. GOVERNING LAW. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VENDA LIMITED

By Eric Hanson  
Name ERIC ABENSUR  
Title DIRECTOR

ACCEPTED AND ACKNOWLEDGED BY:

ORIX VENTURE FINANCE LLC

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VENDA LIMITED

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

ORIX VENTURE FINANCE LLC

By Kevin P. Sheehan  
Name Kevin P. Sheehan  
Title President & CEO  
ORIX Venture Finance LLC

**SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Instant Salesware Venda	3508886	09/30/08
Venda	3175950	11/28/06