

TO: IAN MCLEAN COMPANY: 203 REDWOOD SHORES PARKWAY, SUITE 620

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.102/01/2010  
900153636

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Security Agreement and to add an Assignee to the Assignees previously recorded on Reel 004048 Frame 0726. Assignor(s) hereby confirms the Security Agreement.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inveshare, Inc.		08/16/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Investment Partners Master Fund, L.P.		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP: CAYMAN ISLANDS		
Name:	Morgan Stanley Principal Investments, Inc.		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
Name:	Gilo Ventures II L.P.		
Street Address:	61 East Main Street		
City:	Los Gatos		
State/Country:	CALIFORNIA		
Postal Code:	95030		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77612825	INVESHARE	

OP \$115.00 77612825

TO: IAN MCLEAN COMPANY: 203 REDWOOD SHORES PARKWAY, SUITE 620

Registration Number:	3048055	SWINGVOTE
Registration Number:	3108828	SWINGVOTE
Registration Number:	3048056	

**CORRESPONDENCE DATA**

Fax Number: (650)632-1681  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-632-1690 x 101  
 Email: [ian@woodsidecounsel.com](mailto:ian@woodsidecounsel.com)  
 Correspondent Name: Ian McLean  
 Address Line 1: 203 Redwood Shores Parkway, Suite 620  
 Address Line 4: Redwood Shores, CALIFORNIA 94065

ATTORNEY DOCKET NUMBER:	INVESTSHARE, INC.
NAME OF SUBMITTER:	Ian McLean
Signature:	/Ian McLean/
Date:	02/01/2010

Total Attachments: 8  
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<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

10/28/2009  
 900146417

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Security Agreement and to add an Assignee to the Assignees previously recorded on Reel 004046 Frame 0726. Assignor(s) hereby confirms the Security Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Inveshare, Inc.		08/16/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Principal Investments, Inc.		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	Glo Ventures II L.P.		
<b>Street Address:</b>	61 East Main St		
<b>City:</b>	Los Galos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95030		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3048055	SWINGVOTE	
Registration Number:	3108826	SWINGVOTE	
Registration Number:	3046056		
Serial Number:	77612825	INESHARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)632-1691		

OP \$115.00 3046055

TO: IAN MCLEAN COMPANY: 203 REDWOOD SHORES PARKWAY SUITE 620

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

Phone: 650-632-1680 x 101  
Email: ian@woodsidecounsel.com  
Correspondent Name: Ian McLean  
Address Line 1: 203 Redwood Shores Parkway Suite 620  
Address Line 4: Redwood Shores, CALIFORNIA 94065

NAME OF SUBMITTER:	Ian McLean
Signature:	/Ian McLean/
Date:	10/28/2009

**Total Attachments: 9**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 29, 2010 (this "Agreement"), amends and restates that certain Amended and Restated Intellectual Property Security Agreement, dated October of 2009, executed by INVESHARE INC., a Delaware corporation, with its principal place of business and chief executive office located at 950 East Paces Ferry Road, Suite 2195, Atlanta, Georgia 30326 (the "Grantor"), in favor of GILO VENTURES II L.P., a Delaware limited partnership, with an address of 61 East Main Street, Los Gatos, California 95030, MORGAN STANLEY PRINCIPAL INVESTMENTS, INC., a Delaware corporation, with an address of 1585 Broadway, New York, NY 10036, and GOLDMAN SACHS INVESTMENT PARTNERS MASTER FUND, L.P., a Cayman Islands limited partnership, with an address of 85 Broad Street, New York, New York 10004 (each a "Secured Party").

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of June 12, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between the Grantor and each Secured Party, each Secured Party has agreed to make available to the Grantor certain financial accommodations on the terms and conditions contained in the Loan Agreement; and

WHEREAS, it is a condition precedent to the extension of such financial accommodations under the Loan Agreement that the Grantor execute and deliver this Agreement, among other things, to grant to each Secured Party for the benefit of each Secured Party a security interest in the IP Collateral (as defined below) as security for the Obligations.

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

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement and used herein have the respective meanings given them in the Loan Agreement.

Section 2. Grants of Security Interests in IP Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to each Secured Party, and grants to each Secured Party a lien on and security interest in, all of Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) all of its Copyrights and Copyright Licenses to which Grantor is a party, including, without limitation, those referred to on Schedule I hereto; all extensions of the foregoing; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright or Copyright licensed under any Copyright License;

(b) all of its Patents and Patent Licenses to which Grantor is a party, including, without limitation, those referred to on Schedule I hereto; all reissues, continuations or continuations-in-part of the foregoing; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License; and

(c) all of its Trademarks and Trademark Licenses to which Grantor is a party, including, without limitation, those referred to on Schedule I hereto; all goodwill of the business connected with the use of, and symbolized by, each Trademark; and all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License;

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to each Secured Party pursuant to the Loan Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures on Following Page]

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

**GRANTOR:**

INVESHARE INC., a Delaware corporation

By: Diana M Bourke  
Name: DIANA M. BOURKE  
Title: PRESIDENT & CEO

STATE OF GA)  
COUNTY OF Fulton) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DIANA M. BOURKE the PRESIDENT & CEO of Inveshare Inc., a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of January, 2010.

(Notarial Seal)



My Commission Expires

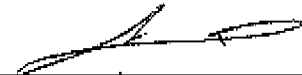
2013

Jacqueline Marie Smith  
Notary Public  
Jacqueline Marie Smith  
(Type or Print Name)

Accepted and agreed to by the undersigned Secured Party as of the date first above written.

**SECURED PARTY:**

GILO VENTURES II L.P.

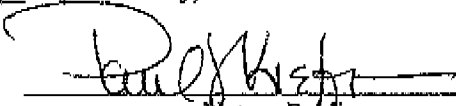
By:   
Name: Dov Margalit  
Title: \_\_\_\_\_

STATE OF CALIFORNIA ) SS  
COUNTY OF SANTA CLARA

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DOV MARGALIT the \_\_\_\_\_ of Gilo Ventures II L.P., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22 day of January, 2010.



  
Notary Public  
PAUL J. KIEFER  
(Type or Print Name)

My Commission Expires: 05-19-2013



Accepted and agreed to by the undersigned Secured Party as of the date first above written.

**SECURED PARTY:**

MORGAN STANLEY PRINCIPAL  
INVESTMENTS, INC.

By: *DR*  
Name: David Bersh  
Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that David Bersh, the Vice President of Morgan Stanley Principal Investments, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22<sup>nd</sup> day of January, 2010.

*Donna M. Souza*  
Notary Public

(Notarial Seal)

Donna M. Souza  
(Type or Print Name)

My Commission Expires: 8/22/2013

**DONNA M SOUZA**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02SO8132208**  
**Qualified in New York County**  
**My Commission Expires August 22, 2013**

Accepted and agreed to by the undersigned Secured Party as of the date first above written.

**SECURED PARTY:**

GOLDMANN SACHS INVESTMENT PARTNERS MASTER FUND, L.P.

By: Goldman Sachs Investment Partners GP, LLC, its General Partner

By: Nick S. Advani  
Name: NICK S. ADVANI  
Title: MANAGING DIRECTOR  
AUTHORIZED SIGNATORY

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of Goldman Sachs Investment Partners Master Fund, L.P., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_ day of January, 2010.

(Notarial Seal)

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
(Type or Print Name)

My Commission Expires: \_\_\_\_\_

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright, Patent and Trademark Registrations  
**(Include Only U.S. Intellectual Property)**

*Include following for Copyright Collateral*

REGISTERED COPYRIGHTS (Include Copyright Registration Number and Date):

N/A

COPYRIGHT APPLICATIONS:

N/A

COPYRIGHT LICENSES:

N/A

*Include following for Patent Collateral*

REGISTERED PATENTS:

1. U.S. Registration No. 7,207,487, issued on April 24, 2007 for "METHOD AND SYSTEM FOR ELECTRONIC SOLICITATION OF VOTES AFFECTING CORPORATE AFFAIRS"
2. U.S. Registration No. 7,475,817, issued on January 13, 2009 for "METHOD AND SYSTEM FOR ELECTRONIC SOLICITATION OF VOTES AFFECTING CORPORATE AFFAIRS"

U.S. PATENT APPLICATIONS:

1. U.S. Patent Application No. 11/406,037, filed on April 18, 2006, for "METHOD AND SYSTEM FOR ELECTRONIC REPORTING OF INSTITUTIONAL VOTES AFFECTING CORPORATE GOVERNANCE TO A PLAN SPONSOR"

PATENT LICENSES:

N/A

*Include following for Trademark Collateral*

REGISTERED TRADEMARKS:

1. U.S. Trademark SWINGVOTE, registered on January 17, 2006, under Reg. No. 3,046,055
2. U.S. Trademark SWINGVOTE & Design, registered on June 27, 2006 under Reg. No. 3,108,826

3. U.S. Trademark Swingvote Circle Design, registered on January 17, 2006 under Reg. No. 3,046,056

**TRADEMARK APPLICATIONS:**

1. U.S. Trademark Application No. 77/612,825, filed on November 12, 2008 for the Mark INVESHARE

**TRADEMARK LICENSES:**

N/A