Form **PTO-1594** (Rev. 01-09) OMB Collection 0651-0027 (exp. 02/28/2009) U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY		
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.		
1. Name of conveying party(ies): THE INFO PROJECT, INC.	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?	
☐ Individual(s) ☐ Association   ☐ General Partnership ☐ Limited Partnership   ☒ Corporation- State: DELAWARE   ☐ Other   Citizenship (see guidelines)   Additional names of conveying parties attached? ☐ Yes ☒ No   3. Nature of conveyance )/Execution Date(s):   Execution Date(s) 03/03/2010   ☐ Assignment ☐ Merger   ☒ Security Agreement ☐ Change of Name	Name: Square 1 Bank Internal Address: Lee Conner  Street Address: 406 Blackwell Street, Suite 240.  City: Durham  State: North Carolina  Country: USA  Zip: 27701  Association Citizenship  General Partnership Citizenship  Limited Partnership Citizenship  X Corporation Citizenship North Carolina  Other  Citizenship  If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) 76/463,285 and as more particularly described in Exhibit C  C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s)  Additional sheet(s) attached? X Yes No	
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Lee Copper	6. Total number of applications and registrations involved:	
Internal Address: Square 1 Bank	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40	
Street Address: 406 Blackwell Street, Suite 240		
City: Durham	8. Payment Information:	
State: North Carolina Zip: 27701		
Phone Number: 919-314-3099	Deposit Account Number 50-3822	
Fax Number: 919-354-1278 NFW	Authorized User Name Lee Conner	
Email Address:	I FE CHARACTER STATE OF THE STA	
9. Signature:	03/09/10 Date	
Signature  Lee Conner  Name of Person Signing	Total number of pages including cover sheet, attachments, and document: 7	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004164 FRAME: 0982

### EXHIBIT C

## TRADEMARKS

Description	Registration/ Application Number	Application/ Application Date
THEINFOPRO	76/463,285	10/30/2002

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 3, 2010 by and between SQUARE 1 BANK ("Bank") and THE INFO PROJECT, INC., a Delaware corporation ("Grantor").

### RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of March 27, 2009 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).
- Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

Now, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

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concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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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.

**GRANTOR:** 

Address of Grantor:

THE INFO PROJECT, INC.

108 West 39<sup>th</sup> Street, 16<sup>th</sup> Floor New York, NY 10018

By: CF

3/4/10

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

By:

Title:

3/8/10

### Ехнівіт А

# **COPYRIGHTS**

DescriptionRegistration NumberRegistration Date

None.

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TRADEMARK REEL: 004164 FRAME: 0987 Ехнівіт В

**PATENTS** 

DescriptionRegistration OR<br/>Serial NumberRegistration OR<br/>Filing Date

None.

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