

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Whoop, Inc.		05/26/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Venture Lending, LLC		
<b>Street Address:</b>	4234 Glen Devon Drive		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30327		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3696698	WHOOPTM	
<b>Serial Number:</b>	77836836	WHOOPTM CREATIVE STUDIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(205)244-5610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	205-458-5452		
<b>Email:</b>	jkelly@burr.com		
<b>Correspondent Name:</b>	Justin H. Kelly		
<b>Address Line 1:</b>	420 North 20th Street		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Birmingham, ALABAMA 35203		
<b>ATTORNEY DOCKET NUMBER:</b>	WHOOPTM		
<b>NAME OF SUBMITTER:</b>	Justin H. Kelly, Esq.		
<b>Signature:</b>	/justin h kelly/		

CH \$65.00 3696698

Date:

05/27/2010

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Security Agreement"), dated as of May 26, 2010, by **WHOOB, INC**, a Delaware corporation ("Grantor"), in favor of **VENTURE LENDING, LLC**, a Georgia limited liability company (the "Lender").

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

**WHEREAS**, Grantor has requested that Lender extend a [REDACTED] line of credit (the "Loan Facilities") to the Grantor under the terms of that certain Loan Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), and Lender has agreed to provide such Loan Facilities to Grantor on the condition that Grantor execute and deliver this Agreement to secure the payment of the Obligations. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for [REDACTED] in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises, Grantor hereby agrees with Lender as follows:

1. To secure the payment and performance of the Obligations, Grantor hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of Grantor, whether now owned or existing or hereafter acquired (the "Intellectual Property Collateral"):
  - (a) All trademarks, trademark registrations, tradenames, trademark applications, patents, patent applications, copyrights, trade secrets, licenses, domain names and other intellectual property of Grantor, including, without limitation, the trademarks, patents, trade secrets, licenses, domain names, trademark applications, and patent applications for each (as applicable) listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) any and all continuations, divisionals, renewals, or reissues thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames, trademark applications, patents and patent applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to collectively as the "Patents and Trademarks");
  - (b) The goodwill of Grantor's business connected with and symbolized by the Patents and Trademarks; and
  - (c) All proceeds of the foregoing.
2. Grantor represents and warrants that:

- (a) Each of the Patents and Trademarks is subsisting and has not been adjudged invalid or unenforceable;
- (b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Intellectual Property Collateral (other than foreign patents and trademarks), enforceable against Grantor and all third Persons in accordance with its terms;
- (c) No claim has been made that the use of any of the Patents and Trademarks does or may violate the rights of any third person; and
- (d) Grantor has the unqualified right to enter into this Agreement and perform its terms.

3. Grantor covenants and agrees that:

- (a) Each of the Patents and Trademarks is valid and enforceable;
- (b) Grantor is the sole and exclusive owner of the entire right, title and interest in and to the Patents and Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons;
- (c) Grantor will maintain the quality of the products and services associated with the Patents and Trademarks at a level consistent with the quality thereof at the time of this Agreement;
- (d) Grantor will not change the quality of the products or services associated with the Patents and Trademarks without Lender's prior written consent; and
- (e) Grantor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents and Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth (6<sup>th</sup>) year of registration and a renewal application during the year immediately preceding each ten (10) year anniversary of the registration date for each federally registered Trademark in the Patents and Trademarks, as required to prevent the registration from being cancelled, and paying maintenance fees at three and a half, seven and a half, and eleven and a half years after the issuance of each Patent in the Patents and Trademarks, as required to avoid cancellation of the Patents, and complying with any other requirements for maintaining the validity and enforceability of the Patents and Trademarks.

4. Grantor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) that is inconsistent with Grantor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Grantor obtains the rights to any new patents and/or trademarks, or becomes entitled to the benefit of any trademark, trademark application, patent, patent application, including, without limitation, continuations or divisional applications of currently existing applications, or any renewal of any Patent or Trademark, then the provisions of paragraph 2 hereof shall automatically apply thereto, and Grantor shall give Lender prompt notice thereof in writing.
6. Grantor authorizes Lender to modify this Agreement by amending Schedule A to include any future patents and/or trademarks and patent applications and/or trademark applications within the definition of Patents and Trademarks under paragraph 2 or paragraph 6 hereof.
7. Upon and at any time after the occurrence of any Event of Default, Lender shall have, in addition to all other rights and remedies it has pursuant to this Agreement, all of the rights and remedies under the Loan Documents and all applicable laws.
8. Grantor hereby makes, constitutes and appoints Lender (and any officer or agent of Lender as Lender may select) as Grantor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (i) endorse Grantor's name on all applications, documents, papers and instruments necessary for Lender to use the Patents and Trademarks, (ii) grant or issue any exclusive or nonexclusive license under the Patents and Trademarks to anyone else, and (iii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone else. Grantor hereby ratifies all such actions on the part of Lender acting as said attorney-in-fact, as shall be necessary to perform or cause to be done those things set forth herein. This power of attorney shall be irrevocable until all Obligations have been satisfied in full and the Loan Agreement has been terminated.
9. Grantor shall use its best efforts to detect any infringers of the Patents and Trademarks and shall notify Lender in writing of infringements detected. Grantor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Patents and Trademarks, to file and prosecute opposition and cancellation proceedings, as appropriate, to prosecute diligently any patent applications of the Patents and Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute lawsuits to enforce the Patents and Trademarks and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Patents and Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Grantor. Grantor shall not abandon any right to file a trademark application, or any trademark, patent or patent application without the consent of Lender.
10. Notwithstanding anything to the contrary contained in paragraph 9 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Patents and Trademarks and any license thereunder, in which event Grantor shall at the request of Lender do any and all lawful acts (including bringing suit) and

execute any and all proper documents required by Lender to aid such enforcement, and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 10. Nothing herein shall be deemed to prohibit Grantor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

11. If Grantor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Grantor's name or in Lender's name, and Grantor agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Patents and Trademarks or Lender's interest therein pursuant to this Agreement.
12. All of Lender's rights and remedies with respect to the Patents and Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.
13. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.
15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.
17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

*[Signatures Contained on Following Pages]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written.

GRANTOR:

WHOOP, INC.

By: [Signature]

Name: Mark F. Morel

Title: Chairman & CEO

[SEAL]

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark Morel, whose name as Chairman + CEO of WHOOP, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

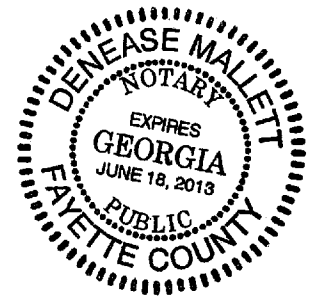
Given under my hand and official seal, this the 26<sup>th</sup> day of May, 2010.

[Signature] [SEAL]

Notary Public

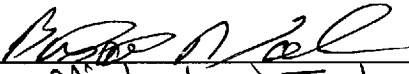
My Commission Expires: \_\_\_\_\_

*[Signatures Continue on Following Page]*



**ACCEPTED BY:**

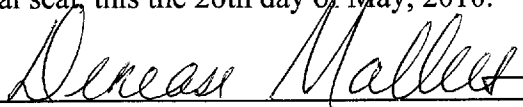
**VENTURE LENDING, LLC**

By:   
Name: Michael N Johnson  
Title: President

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael N. Johnson, whose name as President of Venture Lending, LLC, a Georgia limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal, this the 26th day of May, 2010.

 [SEAL]  
Notary Public  
My Commission Expires: \_\_\_\_\_



**[End Signatures]**



SCHEDULE A  
DESCRIPTION OF SPECIFIC COLLATERAL

**Trademarks**

Mark	Owner	Registration/Serial No.	Registration Date	Filing Date
WHOOOP	Whoop, Inc.	Reg. No. 3,696,698	10/13/2009	
WHOOOP CREATIVE STUDIO	Whoop, Inc.	Ser. No. 77/836,836	N/A	9/29/2009
WHOOOP EVERYTHING MOBILE	Whoop, Inc.	Common Law Trademark Rights	N/A	N/A

**Patents**

Title	Owner or Assignee	Patent Application No.	Filing Date
A Real-Time, Demand-Based Dynamic Pricing System and Method	Whoop, Inc.	61/218,555	6/19/2009

**Licensed Technology**

License Agreement from Akira Technologies, Inc. to Whoop, Inc. f/k/a XOsphere, LLC executed on May 16, 2007 for the "Licensed Programs" which include (i) all past and present versions of the Publisher product, comprising the Publisher, Content Server and Player computer software programs (in Object Code and Source Code formats), all APIs related to the Publisher product, all software applications and scripts for the Publisher Product and all related documentation; (ii) all past and present versions of the X-Air product, comprising all software programs related to the X-Air product (in Object Code and Source Code formats), all APIs related to the X-Air product, all software applications and scripts for the X-Air product and all related documentation; and (iii) all past and present versions of the software programs commonly referred to by the code name "Stay Puff" (in Object Code and Source Code formats), all APIs related to Stay Puff, all software applications and scripts for Stay Puff and all related documentation.

**Domain Names**

URL	Registrant	Date Registration Created	Date Registration Expires
<a href="http://www.whoop.com">www.whoop.com</a>	Mark Morel	4/28/2009	9/16/2014