

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--------------------------------------------------------------------------------------|---------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| afterBOT, Inc. | | 06/04/2010 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Chrysalis Ventures II, L.P. | | |
| Street Address: | 1650 National City Tower | | |
| City: | Louisville | | |
| State/Country: | KENTUCKY | | |
| Postal Code: | 40202 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76215343 | AFTERBOT | |
| Serial Number: | 76215340 | POWER BEYOND THE PURCHASE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (770)564-5553 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 7705645565 | | |
| Email: | JSimon@afterBOT.com | | |
| Correspondent Name: | John Simon | | |
| Address Line 1: | 4361 Shackelford Road | | |
| Address Line 4: | Norcross, GEORGIA 30093 | | |
| NAME OF SUBMITTER: | John S. Simon | | |
| Signature: | /JohnSSimon/ | | |
| Date: | 06/10/2010 | | |
| Total Attachments: 6 | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated _____, 2010, is entered into among AfterBot, Inc., a Georgia corporation having an address of 4361 Shackelford Road, Norcross, Georgia 30093 ("Assignor"), and Chrysalis Ventures II, L.P., a Delaware limited partnership having an address 1650 National City Tower, Louisville, Kentucky 40202, as collateral agent (in such capacity, the "Collateral Agent"), for the Investors (as hereinafter defined).

WHEREAS, pursuant to those two promissory notes of even date herewith (the "Notes") issued by the Assignor and to each of Chrysalis Ventures II, L.P. and e-RM Ventures I, LP (along with the holder of any other promissory note that are considered Promissory Notes under the Notes, the "Investors"), the Investors have agreed to provide certain loans to the Assignor and the Assignor has agreed, among other things, to grant to the Collateral Agent a security interest in, and to conditionally assign to the Collateral Agent, certain Intellectual Property Rights (as defined below) of Assignor.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. For valuable consideration, the receipt of which is here by acknowledged by the Assignor, and to secure the indebtedness and undertakings and other obligations of the Assignor referred to in this Section, including but not limited to those evidenced by or established pursuant to the Promissory Notes (as defined in the Notes), the Assignor hereby grants to the Collateral Agent, on behalf of and for the ratable benefit of the Investors, a security interest in, and assigns and conveys to Collateral Agent, for the ratable benefit of the Investors, all of its right, title and interest in and to all (i) patents and patent applications (including all rights corresponding thereto throughout the world, and all improvements thereon), including the patent and patent applications on Schedule I attached thereto, copyrights (including all renewals, extensions and continuations thereof), trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith) including the trademarks on Schedule I attached hereto and mask works, patents and all applications and registrations related thereto, (ii) financial, business, scientific, technical, economic or engineering information, whether tangible or intangible and however stored, compiled or memorialized, and (iii) all agreements, rights, options, reports or licenses related thereto (including rights to sue for past, present and future infringements or violations of any of the foregoing), including in each case all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Intellectual Property Rights"). Notwithstanding the foregoing, the term Intellectual Property Rights does not include the trademarks for TRANSACCESS (No. RN # 3,255,731 and RN # 3,283,065) nor any agreements, rights, options, reports or licenses related thereto (including rights to sue for past, present and future infr

violations of any of the foregoing), including in each case all proceeds thereof (such as, by way of example, 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 reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof. This Agreement is made as collateral security for, and the security interest granted in the Intellectual Property rights secures all of the indebtedness and obligations set forth in the Promissory Notes or any other Loan Documents (as defined in the Notes) (collectively, the "Obligations").

2. The Assignor covenants and warrants that:

A. to the Assignor's knowledge, the Intellectual Property Rights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

B. to the Assignor's knowledge, the Intellectual Property Rights are valid and enforceable;

C. to the Assignor's knowledge or has been disclosed to the

Collateral Agent, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property Rights, free and clear of any liens, charges and encumbrances, other than licenses of the Intellectual Property Rights entered into by the Assignor in the course of its business;

D. the Assignor has the corporate power and authority to enter into this Agreement and perform its terms; and

E. except as has been disclosed to the Collateral Agent, no

written claim has been made to the Assignor or, to the knowledge of the Assignor, any other person that the use of any of Intellectual Property rights does or may violate the intellectual property rights of any third party.

3. The Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with the Assignor's obligations under this Agreement, without the Collateral Agent's prior written consent which shall not be unreasonably withheld.

4. If, before the Obligations shall have been satisfied in full, the Assignor shall own any new U.S. applications for any Intellectual Property Rights, the provisions of this Agreement shall automatically apply to any such registration or patents which are issued to the Assignor in connection with such new applications, and the Assignor shall give to Collateral Agent prompt notice thereof in writing. Assignor and Collateral Agent agree to modify this Agreement by amending Schedule I to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto.

5. The Assignor shall not abandon any patent or trademark or any application therefore without the consent of Collateral Agent, which shall not be unreasonably withheld.

6. The Assignor agrees not to assign or sell its interests in any

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of its Intellectual Property Rights without the prior written consent of Collateral Agent which shall not be unreasonably withheld. Unless there shall have occurred and be continuing an Event of Default (which is defined as a default that under the Promissory Notes would give the holder(s) of a majority of the outstanding principal amount of the Promissory Notes the option declare the entire unpaid principal balance of, and all accrued and unpaid interest on the Notes to be immediately due and payable), the Assignor shall have the right to grant any license under any of its Intellectual Property Rights in the course of the Assignor's business. Collateral Agent reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of the Assignor from time to time for the purpose of ensuring that the use of the Intellectual Property Rights are consistent with Assignor's obligations under the Loan Documents and hereunder; provided that such inspection is not disruptive of the Assignor's business.

7. If and during the period that the Obligations are declared due and payable pursuant to the Notes, Collateral Agent shall have the right, in addition to all other rights and remedies given it by this Agreement, the Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Rights may be registered, to transfer or assign, in good faith and without negligence or willful misconduct, all or from time to time any part of the Intellectual Property Rights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Intellectual Property Rights all expenses (including reasonable fees and expenses for brokers and attorneys) relating to such sale or disposition, shall apply the remainder of such proceeds toward the payment of the Obligations as the Collateral Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor and this Agreement shall terminate. Notwithstanding the foregoing, notice of any transfer or assignment or other disposition of the Intellectual Property Rights shall be given to the Assignor at least thirty (30) days before the time that any intended public or private transfer or assignment or other disposition of the Intellectual Property Rights is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition, and during which period the Assignor will have the right to pay to Collateral Agent the amount of Obligations due and payable plus any reasonable expenses incurred by Collateral Agent in connection with any such proposed transfer, assignment or disposition, and upon such payment Collateral Agent will, on behalf of the Investors, release all interest in the Intellectual Property Rights, and this Agreement will terminate.

8. Subject to Section 9 hereof, if any Event of Default shall have occurred and be continuing, the Assignor hereby authorizes and empowers Collateral Agent to make, constitute and appoint any officer or agent of Collateral Agent, as Collateral Agent may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's **TRADEMARK**

applications, documents, papers and instruments necessary for Collateral Agent to use the Intellectual Property Rights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Intellectual Property Rights to any third party, or necessary for Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Intellectual Property Rights to any third party. This power of attorney, being coupled with an interest, shall be irrevocable for the term of this Agreement.

9. At such time as the Assignor shall have indefeasibly paid in full all of the Obligations and any commitments under the Loan Documents shall have terminated, this Agreement shall terminate and the Collateral Agent shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by the Assignor to release the security interest created hereby and to reassign to the Assignor any and all rights granted to the Collateral Agent in and to the Intellectual Property Rights pursuant to this Agreement.

10. The Assignor shall use commercially reasonable efforts to preserve and maintain all rights in the Intellectual Property Rights, including without limitation the payment of all maintenance fees, renewal fees or taxes. The Assignor may elect not to preserve or maintain its respective rights in certain Intellectual Property Rights provided such election is with the prior consent of Collateral Agent, which consent will not be unreasonably withheld.

11. The Assignor shall have the right, with the consent of the Collateral Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Intellectual Property Rights and any licenses thereunder. Collateral Agent shall cooperate with the Assignor, at the Assignor's reasonable request and expense, in the prosecution or defense of any suit, action or proceeding with respect to the Intellectual Property Rights.

12. No course of dealing between the Assignor and the Collateral Agent, nor any failure to exercise nor any delay in exercising, on the part of Collateral Agent, any right, power or privilege hereunder or under the other Loan Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of Collateral Agent's rights and remedies with respect to the Intellectual Property Rights, whether established hereby or by any other Loan Document or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. 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.

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jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties.

16. 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, including but not limited to the respective successors and permitted assigns of the Investors.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia without regard to its conflicts of law principles.

18. Each of the Investors hereby irrevocably appoint the Collateral Agent as their respective agent and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof and the other Loan Documents, together with such actions and powers as are reasonably incidental thereto. The Investor serving as the Collateral Agent hereunder shall have the same rights and powers in its capacity as an Investor as any other Investor and may exercise the same as though it were not the Collateral Agent. The Collateral Agent shall not have any duties or obligations except those expressly set forth herein, in the other Loan Documents and the other agreements, documents and instruments related hereto and thereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

?Assignor?
AFTERBOT, INC.

By: _____

John Simon, President and CEO

?Collateral Agent?

CHRYSALIS VENTURES II, L.P.

By: Chrysalis Partners II, LLC, General Partner

By: _____

Koleman Karleski, its Authorized Representative

Schedule I

to

Intellectual Property Rights Agreement

U.S. Patent No. 7,552,087, granted 6/23/09, expires 6/24/23

U.S. Patent Application No. 10/153,146, filed 5/22/02, notice of allowance 3/5/10

U.S. Patent Application No. 12/473,943, filed 5/28/09, published 11/26/09

U.S. Patent Application No. 12/686,741, filed 1/13/10, published 5/13/10

U.S. Patent Application No. 12/686,763, filed 1/13/10, published 5/13/10

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U.S. Patent Application No. 12/686,786, filed 1/13/10, published

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afterBOTTM ? SN # 76-215343, RN # 2,753,765, renews 8/18/13

Power Beyond the PurchaseTM ? SN #76-215340, RN # 2,750,939, renews
8/11/13

www.afterBOT.com, IP Address 64.82.100.10, renews 4/17/15

www.afterBOT.net IP Address 216.21.229.209, renews 8/28/14

www.afterBOT.biz IP Address 216.21.239.197, renews 11/12/18

- 8 -