

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actify, Inc.		06/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Tierra Del Oro, LLC		
Street Address:	P.O. Box 7189		
City:	Naples		
State/Country:	FLORIDA		
Postal Code:	34101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3621647	ACTIFY	
Registration Number:	3441824	DESIGNSHARE	
Registration Number:	3320559	ACTIFY DESIGNSHARE	
Registration Number:	3178474	ACTIFY PUBLISHER	
Registration Number:	2644474	SPINFIRE	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	029710.020000		

CH \$140.00 3621647

NAME OF SUBMITTER:	Manuel Valcarcel
Signature:	/Manuel Valcarcel/
Date:	07/16/2010
Total Attachments: 10 source=amendedandrestatedactifysecurityagreement#page1.tif source=amendedandrestatedactifysecurityagreement#page2.tif source=amendedandrestatedactifysecurityagreement#page3.tif source=amendedandrestatedactifysecurityagreement#page4.tif source=amendedandrestatedactifysecurityagreement#page5.tif source=amendedandrestatedactifysecurityagreement#page6.tif source=amendedandrestatedactifysecurityagreement#page7.tif source=amendedandrestatedactifysecurityagreement#page8.tif source=amendedandrestatedactifysecurityagreement#page9.tif source=amendedandrestatedactifysecurityagreement#page10.tif	

ACTIFY, INC.

AMENDED AND RESTATED SECURITY AGREEMENT

This Amended and Restated Security Agreement (the "Agreement") is made June 30, 2010, by and between Actify, Inc, a Delaware corporation (the "Debtor"), in favor of Tierra Del Oro, LLC (the "Secured Party"). This Agreement amends, restates and replaces that certain Security Agreement dated as of April 9, 2010 by and among the Debtor and the Secured Party.

RECITALS

The Debtor and the Secured Party have entered into that certain Senior Secured Convertible Demand Promissory Note, of even date herewith, pursuant to which the Debtor will issue to the Secured Party, and the Secured Party will purchase from the Debtor certain Secured Promissory Demand Notes in up to an aggregate principal amount of \$600,000 as such may be amended, modified, supplemented or restated hereafter, (the "Notes"). The parties intend that the Debtor's obligations to repay the Notes be secured by the Collateral as set forth herein.

AGREEMENT

In consideration of the purchase of the Note by the Secured Party and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Secured Party hereby agree as follows:

1. Grant of Security Interest.

(a) To secure the prompt and complete payment, performance and observance of all loans (including, but not limited to, the Notes), advances, debts, liabilities, obligations, covenants, and duties owing by any Debtor to Secured Party of any kind or nature, present or future, whether or not evidenced by any note, guaranty, or other instrument, whether arising under the Notes or under any other agreement or by operation of law, whether or not for the payment of money, whether arising by reason of an extension of credit, opening, guarantying or confirming of a letter of credit, guaranty, indemnification, or in any other manner, whether joint, several, or joint and several, direct or indirect (including, but not limited to, those acquired by assignment or purchases), absolute or contingent, due or to become due, and however acquired (collectively, the "Obligations"), Debtor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, a Lien upon all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Debtor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;

- (iii) all Documents;
- (iv) all General Intangibles (including, without limitation, payment intangibles and all of the following (collectively, the "Intellectual Property Collateral")):
 - (A) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto ("Patents");
 - (B) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, together, in each case, with the goodwill symbolized thereby ("Trademarks");
 - (C) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered ("Copyrights");
 - (D) all computer software, programs and databases (including, without limitation, source code, object code and all related applications and data files), firmware and documentation and materials relating thereto, together with any and all maintenance rights, service rights, programming rights, hosting rights, test rights, improvement rights, renewal rights and indemnification rights and any substitutions, replacements, improvements, error corrections, updates and new versions of any of the foregoing ("Computer Software");
 - (E) all confidential and proprietary information, including, without limitation, know-how, trade secrets, manufacturing and production processes and techniques, inventions, research and development information, databases and data, including, without limitation, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information (collectively, "Trade Secrets"), and all other intellectual, industrial and intangible property of any type, including, without limitation, industrial designs and mask works;
 - (F) all registrations and applications for registration for any of the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);
 - (G) all tangible embodiments of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights

corresponding thereto throughout the world and all other rights of any kind whatsoever of such Debtor accruing thereunder or pertaining thereto;

(H) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Debtor, now or hereafter, is a party or a beneficiary; and

(I) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(v) all Goods (including Inventory, Equipment and Fixtures);

(vi) all Instruments;

(vii) all Investment Property;

(viii) all Deposit Accounts and all other bank accounts and all deposits therein;

(ix) all money, cash or cash equivalents;

(x) all Supporting Obligations and Letter-of-Credit Rights;

(xi) all commercial tort claims;

(xii) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payments not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing; and

(xiii) all books and records evidencing or relating to the foregoing, including, without limitation, billing records of every kind and description, customer lists, data storage and processing media, software and related material, including printouts, punch cards and tab runs (the "Books and Records").

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce Secured Party as aforesaid, each Debtor hereby grants to Secured Party, a right of set-off against the property of such Debtor held by Secured Party, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of such Debtor, or as to which such Debtor may have any right or power; provided that such right shall only to be exercised after an Event of Default has occurred and is continuing.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of California, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect, from time to time, in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

2. Representations and Warranties. The Debtor hereby represents and warrants to the Secured Party that:

(a) Ownership of Collateral. The Debtor is the legal and beneficial owner of the Collateral. Except for the Security Interest granted to the Secured Party pursuant to this Agreement the Debtor has rights in or the power to transfer the Collateral free and clear of any adverse Lien, security interest or encumbrance. No financing statements covering the Collateral are on file in any public office (other than filings listing the Secured Party as the secured party).

(b) Valid Security Interest. The Security Interest granted pursuant to this Agreement will constitute a valid and continuing first priority security interest in favor of the Secured Party in the Collateral for which perfection is governed by the UCC or filing with the United States Copyright Office or United States Patent and Trademark Office and such Security Interest will be prior to all other Liens on the Collateral.

(c) Organization and Good Standing. The Debtor has been duly incorporated, and is validly existing and in good standing, under the laws of the State of Delaware.

(d) Valid Lien. This Agreement is effective to create a valid and continuing Lien upon the Collateral. All action by the Debtor necessary to protect and perfect such Lien on each item of the Collateral has been duly taken.

3. Covenants. The Debtor covenants and agrees with the Secured Party that, from and after the date of this Agreement until the Obligations are paid in full:

(a) Other Liens. Except for the Security Interest, the Debtor has rights in or the power to transfer the Collateral and its title and will be able to do so hereafter free from any adverse Lien, security interest or encumbrance, and the Debtor will defend the Collateral against the claims and demands of all Persons at any time claiming the same or any interest therein.

(b) Further Documentation. At any time and from time to time, upon the written request of the Secured Party, and at the sole expense of the Debtor, the Debtor will promptly and duly authenticate and deliver such further instruments and documents and take such further action as the Secured Party may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted including, without limitation, filing any financing or continuation statements under the UCC in

effect with respect to the Lien created hereby. The Debtor also hereby authorizes the Secured Party to file any such financing, amendment or continuation statement without the authentication of the Debtor to the extent permitted by applicable law. A reproduction of this Agreement shall be sufficient as a financing statement (or as an exhibit to a financing statement on form UCC-1) for filing in any jurisdiction.

(c) **Indemnification.** The Debtor agrees to defend, indemnify and hold harmless the Secured Party against any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) ("Liabilities"): (i) with respect to, or resulting from, any delay in paying, any and all excise, sales or other taxes which may be payable or determined to be payable with respect to the Collateral, (ii) with respect to, or resulting from, any delay in complying with any law, rule, regulation or order of any governmental authority applicable to the Collateral or (iii) in connection with any of the transactions contemplated by this Agreement. However, the Debtor shall have no obligation hereunder to indemnify or hold harmless the Secured Party for any Liabilities that have arisen as a result of the Secured Party's willful misconduct or gross negligence.

(d) **Maintenance of Records.** The Debtor will keep and maintain at its own expense complete and satisfactory, in all material respects, records of the Collateral.

(e) **Limitation on Liens on Collateral.** The Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is reasonably necessary to remove, any Lien or claim on or to the Collateral, other than the Security Interest, and will defend the right, title and interest of the Secured Party in and to any of the Collateral against the claims and demands of all other Persons.

4. **Event of Default: the Secured Party's Appointment as Attorney-in-Fact.**

(a) **Event of Default.** For purposes of this Agreement, the occurrence of any one of the following events (each, an "Event of Default") shall constitute a default hereunder and under the Note:

(i) The Debtor's failure to pay or discharge the Obligations in full in accordance with the terms of the Note;

(ii) The Debtor's failure to observe or perform any other covenant, obligation, condition or agreement contained in this Agreement, and such failure shall continue for 15 business days after the earlier of (i) the Debtor's written acknowledgement of such failure and (ii) written notice by the Secured Party to the Debtor of such failure.

(iii) The insolvency of the Debtor, the commission of any act of bankruptcy by the Debtor, the execution by the Debtor of a general assignment for the benefit of creditors, the filing by or against the Debtor of a petition in bankruptcy or any petition for relief under the federal bankruptcy act or the continuation of such petition without dismissal for a period of 90 days or more, or the appointment of a receiver or trustee to take possession of the property or assets of the Debtor.

(b) Powers. The Debtor hereby appoints the Secured Party and any officer or agent of the Secured Party, with full power of substitution, as its attorney-in-fact with full irrevocable power and authority in the place of the Debtor and in the name of the Debtor or its own name, from time to time in the Secured Party's discretion so long as an Event of Default has occurred and is continuing, for the purpose of carrying out the terms of this Agreement, to take any appropriate action and to authenticate any instrument which may be necessary or desirable to accomplish the purposes of this Agreement. Without limiting the foregoing, so long as an Event of Default has occurred and is continuing, the Secured Party shall have the right, without notice to, or the consent of, the Debtor, to do any of the following on the Debtor's behalf:

(i) to pay or discharge any taxes or Liens levied or placed on or threatened against the Collateral;

(ii) to direct any party liable for any payment under any of the Collateral to make payment of any and all amounts due or to become due thereunder directly to the Secured Party or as the Secured Party directs;

(iii) to ask for or demand, collect, and receive payment of and receipt for, any payments due or to become due at any time in respect of or arising out of any Collateral;

(iv) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Collateral;

(v) to defend any suit, action or proceeding brought against the Debtor with respect to any Collateral;

(vi) to settle, compromise or adjust any suit, action or proceeding described in subsection (v) above and to give such discharges or releases in connection therewith as the Secured Party may deem appropriate;

(vii) to assign any patent right included in the Collateral of the Debtor (along with the goodwill of the business to which any such patent right pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine; and

(viii) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with the Collateral and to take, at the Secured Party's option and the Debtor's expense, any actions which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's Liens on the Collateral and to carry out the intent of this Agreement, in each case to the same extent as if the Secured Party were the absolute owner of the Collateral for all purposes.

The Debtor hereby ratifies whatever actions the Secured Party shall lawfully do or cause to be done in accordance with this Section 4. This power of attorney shall be a power coupled with an interest and shall be irrevocable.

(c) No Duty on the Secured Party's Part. The powers conferred on the Secured Party by this Section 4 are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither the Secured Party nor any of its officers, directors, employees or agents shall, in the absence of willful misconduct or gross negligence, be responsible to the Debtor for any act or failure to act pursuant to this Section 4.

5. Performance by the Secured Party of the Debtor's Obligations. If the Debtor fails to perform or comply with any of its agreements or covenants contained in this Agreement and the Secured Party performs or complies, or otherwise causes performance or compliance, with such agreement or covenant in accordance with the terms of this Agreement, then the reasonable expenses of the Secured Party incurred in connection with such performance or compliance shall be payable by the Debtor to the Secured Party and shall constitute Obligations secured by this Agreement.

6. Remedies. If an Event of Default has occurred and is continuing, the Secured Party may exercise, in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement relating to the Obligations, all rights and remedies of a secured party under the UCC. Without limiting the foregoing, the Secured Party, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law) to or upon the Debtor or any other Person (all of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances collect, receive, appropriate and realize upon the Collateral, and/or may sell, lease, assign, give an option or options to purchase, or otherwise dispose of and deliver the Collateral (or contract to do any of the foregoing) at any exchange, broker's board or office of the Secured Party or elsewhere upon such terms and conditions as the Secured Party may deem advisable, for cash or on credit or for future delivery without assumption of any credit risk. The Secured Party shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase all or any part of the Collateral so sold, free of any right or equity of redemption in the Debtor, which right or equity is hereby waived or released. The Secured Party shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable expenses incurred therein or in connection with the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Secured Party under this Agreement (including, without limitation, reasonable attorneys' fees and expenses) to the payment in whole or in part of the Obligations, in such order as the Secured Party may elect, and only after such application and after the payment by the Secured Party of any other amount required by any provision of law, need the Secured Party account for the surplus, if any, to the Debtor. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands it may acquire against the Secured Party arising out of the exercise by the Secured Party of any of its rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten days before such sale or other disposition. The Debtor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Obligations and the fees and disbursements of any attorneys employed by the Secured Party to collect such deficiency.

7. Termination of Security Interest. Upon satisfaction of the Debtor's obligations pursuant to the Note, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Debtor. Upon any such termination, the Secured Party shall authenticate and deliver to the Debtor such documents as the Debtor may reasonably request to evidence such termination.

8. Miscellaneous.

(a) Amendments and Waivers. Any term of this Agreement may be amended with the written consent of the Debtor and the Secured Party or their respective successors and assigns. Any amendment or waiver effected in accordance with this Section 8(a) shall be binding upon the parties and their respective successors and assigns.

(b) Transfer; Successors and Assigns. The terms and conditions of this Agreement shall be binding upon the Debtor and its successors and assigns, as well as all Persons who become bound as a debtor to this Agreement and inure to the benefit of the Secured Party and its successors and assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(c) Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(e) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below or as subsequently modified by written notice.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable.

(g) Entire Agreement. This Agreement, and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto concerning such subject matter are expressly canceled.

[Signature Page Follows]

The Debtor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

DEBTOR:

ACTIFY, INC.

By: David P. Opsahl

Name: DAVID P. OPSAHL

Title: CEO

Address: 150 Post St. #480
San Francisco, CA 94108

Facsimile Number: 888-267-5879

SECURED PARTY:

TIERRA DEL ORO

By: Adrian Escobar

Name: Adrian Escobar

Title: Manager

Address: P.O. Box 7189
Naples, Florida 34101