

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):**

SEAPASS SOLUTIONS INC.

- 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) July 29, 2010

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street

City: Durham

State: North Carolina

Country: USA                              Zip: 27701

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship North Carolina  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3,155,042

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Simplifying Connectivity

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Square 1 Bank

Internal Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: North Carolina                      Zip: 27701

Phone Number: 919-314-3086

Fax Number: 919-354-1278 NEW

Email Address: loandocsdept@square1bank.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number 50-3822

Authorized User Name Lee Conner

**9. Signature:**

Lee Conner  
Signature

8-2-10  
Date

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

CH \$65.00 503822 3155042

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
"SIMPLIFYING CONNECTIVITY"	3,155,042	October 10, 2006
"SEAPASS"	3,149,825	September 26, 2006

square 1 bank

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of July 29, 2010 by and between **SQUARE 1 BANK** ("*Bank*") and **SeaPass Solutions 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 of even date herewith (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).

**B.** 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.

The security interest created herein shall serve as a continuing security until the termination of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement shall terminate when all Obligations are indefeasibly paid in full and Bank has no further commitment to make or consider making any form of Credit Extension to Borrower, whereas upon such termination the security interests granted hereby shall also terminate and all rights to the Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) shall revert to the Borrower. Upon any such termination at the expense of Borrower, the Bank shall promptly execute and deliver to Borrower such documents as are required to evidence such termination and the removal of the security interest from any relevant registry.

**SIGNATURE PAGE FOLLOWS**

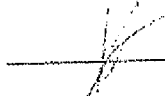
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SEAPASS SOLUTIONS INC.

Address of Grantor:

90 Park Avenue, Suite 1600, New York,  
NY 10016. USA

By:  ARI KATZ

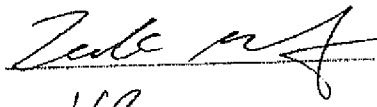
Title: PRESIDENT

BANK:

SQUARE 1 BANK

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Title: VP

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

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**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
INTERFACE DEVELOPMENT ENVIRONMENT AND INTERFACE FOR CONNECTING SYSTEMS HAVING DIFFERENT DATA STRUCTURES	7,257,647	August 14, 2007
Proxy that uses client data to prefill web forms, using mapping and the like, which the client can then review and modify before submission to the server, thus avoiding substantial rekeying	11/802,366	February 5, 2007
Bridging platform that includes a print file input for receiving data, an indexing unit that indexes between data within the layout information and a unified index, and recognizes the source format of the currently received data to select the correct index, and then maps the data to the target data format.	11/802,367	February 5, 2007

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