

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):

H5
71 Stevenson Street
San Francisco, CA 94105

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CA
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: Silicon Valley Bank
Internal Address

Street Address: 3003 Tasman Dr HF 150

City Santa Clara
State CA
Country USA
Zip 95054

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): August 12, 2010

 Assignment Merger
 Security Agreement Change of Name

 Other

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship-CA
 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)
78884927 76258841
76338289
76976229
76258840

B. Trademark Registration No.(s)

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

Additional sheets attached? Yes No


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

Name: UCC Direct Services
Internal Address: Attn: 14080632
Street Address: 187 Wolf Road, Suite 101
City: Albany State: NY ZIP: 12205
Phone Number: 1-800-342-3676 X 4065
Fax Number: 800-962-7049
Email Address:

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 140.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers 5683
Expiration Date 10/12
b. Deposit Account Number
Authorized User Name

9. Signature: 
Signature
Joseph D Borgman
Name of Person Signing

8/26/10
Date

Total number of pages including cover sheet, attachments, and document: 8

OP \$140.00 78884927

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and HS ("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 the Effective Date (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 make the Loans 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.

B. 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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.

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 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.

TRADEMARK

REEL: 004268 FRAME: 0289

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.

Address of Grantor:

71 Stevenson Street
San Francisco, CA

Attn:

Address of Bank:

4420 Rosewood Drive
Building 2, Suite 2540
Pleasanton, CA 94568

Attn: Jo Ishida

GRANTOR:

H5

By: [Signature]

Title: EMD

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

71 Stevenson Street
San Francisco, CA

Attn:

HE

By: _____

Title: _____

Address of Bank:

4420 Rosswood Drive
Building 2, Suite 2540
Pleasanton, CA 94588

Attn: Jo Ishida

BANK:

SILICON VALLEY BANK

By: Chaitan M. Mung

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

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REEL: 004268 FRAME: 0292

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	6708165	06/01/2003
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	7433883	09/09/2004
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	6493711	12/10/2002

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
H5	78884927	11/27/2007
H5 ATLAS	76338289	08/26/2003
H5 TECHNOLOGIES	78976229	03/23/2004
H5	76258840	07/11/2006
H5 TECHNOLOGIES	76258841	08/29/2006

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EXHIBIT "D"
MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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