

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
TRAX INTERNATIONAL CORPORATION		07/22/2010	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	BANK OF THE WEST		
Street Address:	201 North Civic Drive, Suite 120		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	California Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77946416	TRAX	
Serial Number:	77317449	TRAX INTERNATIONAL	
Registration Number:	3614517	PROTRAX	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-833-2247		
Email:	charlotte.fu@dlapiper.com		
Correspondent Name:	Charlotte X. Fu		
Address Line 1:	DLA Piper LLP (US)		
Address Line 2:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	338989-22		
NAME OF SUBMITTER:	Charlotte X. Fu		

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**TRADEMARK
 REEL: 004277 FRAME: 0079**

Signature:	/s/ Charlotte X. Fu
Date:	09/13/2010
Total Attachments: 7 source=Security Agmt_Trax_2010 07 22#page1.tif source=Security Agmt_Trax_2010 07 22#page2.tif source=Security Agmt_Trax_2010 07 22#page3.tif source=Security Agmt_Trax_2010 07 22#page4.tif source=Security Agmt_Trax_2010 07 22#page5.tif source=Security Agmt_Trax_2010 07 22#page6.tif source=Security Agmt_Trax_2010 07 22#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 22, 2010 (the "Agreement"), between BANK OF THE WEST ("Lender") and TRAX INTERNATIONAL CORPORATION, a New Mexico corporation ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of July 22, 2010, by and between Grantor, TRAX TECH SERVICES, LLC and TRAX LLC and Lender (as amended from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

**TRAX INTERNATIONAL
CORPORATION**

By: 

Title: CEO/PRESIDENT

LENDER:

BANK OF THE WEST

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:


**TRAX INTERNATIONAL
CORPORATION**

By: _____

Title: _____

LENDER:

BANK OF THE WEST

By:  _____

Title: VP _____

**EXHIBIT A
COPYRIGHTS**

Description

Registration/
Application
Number

Registration/
Application
Date

**EXHIBIT B
TRADEMARKS**

Description	Registration/ Application Number	Registration/ Application Date
Trax	77946416	February 26, 2010
Trax International	77317449	October 30, 2007
ProTrax	3614517	May 5, 2009

**EXHIBIT C
PATENTS**

Description

**Registration/Application
Number**

**Registration/
Application
Date**