

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GLOBAL GROUND AUTOMATION, INC.		09/09/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLD HILL CAPITAL 2008, LP		
<b>Street Address:</b>	One Almaden Blvd.		
<b>Internal Address:</b>	Suite 630		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2207466	TRANSPONET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	305623-105 GGA TM		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$40.00 2207466

Date:

09/28/2010

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 9, 2010 by and between GOLD HILL CAPITAL 2008, LP, a Delaware limited partnership ("Lender") and GLOBAL GROUND AUTOMATION, INC., a Delaware corporation ("Grantor").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor, Rearden Commerce, Inc., Rearden Acquisition Corporation and ExpenseWire LLC (collectively, "Borrower") under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"), subject to that certain Intercreditor Agreement referred to in the Loan Agreement. Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in its personal property, subject to the terms of the Intercreditor Agreement.

NOW, THEREFORE, Grantor agrees as follows:

### AGREEMENT

To secure Borrower's obligations under the Loan Agreement and any Loan Document between Borrower and Lender, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in, its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and 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. 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, excluding intent to use trademarks. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

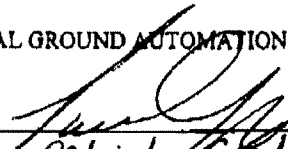
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

1051 E. Hillsdale Blvd., 6th Floor  
Foster City, CA 94404  
Attn: Patrick Grady

GLOBAL GROUND AUTOMATION, INC.

By:   
Name: Patrick Grady  
Title: CEO

**LENDER:**

Address of Lender:

One Almaden Blvd., Suite 630  
San Jose, CA 95113  
Attn: Rob Helm

GOLD HILL CAPITAL 2008, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
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:

1051 E. Hillsdale Blvd., 6th Floor  
Foster City, CA 94404  
Attn: Patrick Grady

GLOBAL GROUND AUTOMATION, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

**LENDER:**

Address of Lender:

One Almaden Blvd., Suite 630  
San Jose, CA 95113  
Attn: Rob Helm

GOLD HILL CAPITAL 2008, L.P.

By:  \_\_\_\_\_

Name: Rob Helm

Title: Managing Director

Gold Hill Capital

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/ Serial Number</u>	<u>Issue /Application Date</u>
Transportation network system	5,953,706	09/14/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRANSPONET	2,207,466	12/01/98