

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
UpdateLogic, Inc.		10/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Core Capital Partners II-S, L.P.
Street Address:	1401 I Street, N.W.
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Core Capital Partners Fund II, L.P.
Street Address:	1401 I Street, N.W.
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3263734	UPDATELOGIC
Registration Number:	3263735	UPDATETV
Serial Number:	77951158	SECURETV

CORRESPONDENCE DATA

Fax Number: (703)760-7777
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900173451

**TRADEMARK
 REEL: 004292 FRAME: 0326**

CH \$90.00 3263734

Phone: 703-760-7700
Email: trademark-dc@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 1650 Tysons Boulevard
Address Line 2: Suite 400
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	66880-1
NAME OF SUBMITTER:	Lisa J. Tomasetti
Signature:	/Lisa J. Tomasetti/
Date:	10/07/2010

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of October 7, 2010, by and between (i) UpdateLogic, Inc., a Delaware corporation ("Debtor"), and (ii) Core Capital Partners II-S, L.P. and Core Capital Partners Fund II, L.P. (together, "Secured Party"), with reference to the following facts:

A. In connection with the sale and purchase of certain secured convertible promissory notes pursuant to the terms of that certain Note and Warrant Purchase Agreement, dated as of October 7, 2010, Secured Party and Debtor are parties to that certain Security Agreement of even date herewith (as amended from time to time, the "Security Agreement"). Capitalized terms used herein have the respective meanings assigned to such terms in the Security Agreement.

B. Pursuant to the Security Agreement, Debtor has granted to Secured Party a security interest in the Collateral. The Collateral includes, without limitation, all Intellectual Property (including, without limitation, the Intellectual Property described herein).

Debtor agrees as follows:

1. To secure performance of all of its "Obligations," as defined in the Security Agreement, Debtor grants to Secured Party a security interest in all of Debtor's right, title and interest in Debtor's Intellectual Property, including, without limitation, (a) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Debtor connected with and symbolized by such trademarks, and (b) the patents and patent applications listed on Schedule B hereto and all like protections, including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (c) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (d) all rights to recover for past or future infringement of any of the foregoing, and (e) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (f) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Debtor represents and warrants that (a) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Debtor or licensed to Debtor, (b) listed on Schedule B are all patents and patent applications owned or controlled by Debtor or licensed to Debtor and (c) listed on Schedule C are all copyrights, software, computer programs, mask works and other works of authorship owned or controlled by Debtor, which are registered with the United States Copyright Office.

3. Debtor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (a) providing Secured Party with at least 15 days prior written notice thereof, (b) providing Secured Party with a copy of the

application for any such registration and (c) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including, without limitation, the filing with the United States Copyright Office, simultaneously with the filing by Debtor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. This Agreement is being executed and delivered pursuant to the Security Agreement; nothing herein limits any of the terms or provisions of the Security Agreement, and Secured Party's rights hereunder and under the Security Agreement are cumulative. This Agreement, the Security Agreement and the other Transaction Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Debtor agrees that Secured Party may, from time to time, update the Schedules to this Agreement pursuant to notice by Debtor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, Secured Party shall be entitled to recover all of its costs and expenses (including, without limitation, attorneys' fees) from Debtor. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Secured Party and Debtor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of Delaware.

[Signatures appear on following page(s).]

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

DEBTOR:

UpdateLogic, Inc.

By: 
Kurt Thielen, Chief Executive Officer

Address:

UpdateLogic, Inc.
2 Willow Street
Southborough, Massachusetts 01745
Facsimile: 508.624.8686

SECURED PARTY:

Core Capital Partners U-S, L.P.

By: _____
William F. Dunbar, Managing Director

Address:

1401 I Street, NW, Suite 1000
Washington, DC 20005
Facsimile: 202.589.0091

Core Capital Partners Fund II, L.P.

By: _____
William F. Dunbar, Managing Director

Address:

1401 I Street, NW, Suite 1000
Washington, DC 20005
Facsimile: 202.589.0091

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William F. Dunbar, Managing Director

Address:

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Washington, DC 20005
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SCHEDULE A

Trademarks

Trademark	Registration Date and Number
UPDATELOGIC	July 10, 2007; Reg. No. 3,263,734
UPDATE TV	July 10, 2007; Reg. No. 3,263,735

Trademark Application	Filing Date and Serial Number
SECURETV	March 4, 2010; Serial No. 77951158

SCHEDULE B

Patents and Patent Applications

Title: Methods and Apparatus for Updating Digital Television Firmware

Serial Number: PCT/US07/68574

Filing Date: May 9, 2007

Reference: UPDL-001PC

SCHEDULE C

Copyrights

None.

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RECORDED: 10/07/2010

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