

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fishbowl, Inc.		09/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Escalate Capital Partners SBIC I, L.P.		
Street Address:	300 West Sixth Street		
Internal Address:	Suite 2250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2541485	FISHBOWL	
Registration Number:	3824925	FISHBOWL	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-758-1509		
Email:	vwalker@pattonboggs.com		
Correspondent Name:	Vicky Walker, Patton Boggs LLP		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0130		
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal		
Signature:	/Vicky Walker/		

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Date:

10/08/2010

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 17, 2010 by and between Escalate Capital Partners SBIC I, L.P. ("**Lender**") and Fishbowl, Inc. ("**Borrower**").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to 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**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. 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.

Address of Borrower:

44 Canal Center Plaza
Suite 500
Alexandria, Virginia 22314

BORROWER:

FISHBOWL, INC.

By: [Signature]
Name: Scott Sorian
Title: CEO

Address of Lender:

300 West Sixth Street
Suite 2250
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

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.

Address of Borrower:

44 Canal Center Plaza
Suite 500
Alexandria, Virginia 22314

BORROWER:

FISHBOWL, INC.

By: _____

Name: _____

Title: _____


Address of Lender:

300 West Sixth Street
Suite 2250
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 

Name: William A. Schell

Title: Member

SCHEDULE A
Copyrights

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

SCHEDULE B

Patents

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

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SCHEDULE C

Trademarks

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
US Trademark: Fishbowl, Inc.	Serial No: 75955102 March 6, 2000	# 2541485 February 19, 2002	Preparing and disseminating advertising for others via a global electronic computer network.
US Trademark: Fishbowl	Serial No: 77896962 December 18, 2009	#3824925 July 27, 2010	Software as a service (SAAS) services featuring software in the field of marketing and advertising for use in preparing and disseminating advertising for others via a global electronic computer network.
Canada Trademark: Fishbowl	Serial No: 1485428 June 16, 2010	Not Yet Registered	(1) Software as a service (SAAS) services featuring software in the field of marketing and advertising for use in preparing and disseminating advertising for others via a global electronic computer network. (2) Preparing and disseminating advertising for others via a global electronic computer network.
EU Trademark: Fishbowl	Serial No: 009180688 June 16, 2010	Not Yet Registered	Nice Classification: 35, 38, 42

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RECORDED: 10/08/2010

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