

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
GCOMMERCE, INC.		11/30/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AGILITY CAPITAL II, LLC		
Street Address:	812 S. Anacapa		
Internal Address:	Suite A		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3371950	GCOMMERCE	
Registration Number:	3796456	IDE POINTING EDI IN THE RIGHT DIRECTION	
Registration Number:	3662136	IDE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305948-131 GCOMMERCE		
NAME OF SUBMITTER:	Erin O'Brien		

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TRADEMARK
 REEL: 004423 FRAME: 0045

Signature:	/Erin O'Brien/
Date:	11/30/2010
Total Attachments: 5 source=GCommerce AR signed IPSA#page1.tif source=GCommerce AR signed IPSA#page2.tif source=GCommerce AR signed IPSA#page3.tif source=GCommerce AR signed IPSA#page4.tif source=GCommerce AR signed IPSA#page5.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (the "Agreement") is entered into as of November 30, 2010 by and between AGILITY CAPITAL II, LLC ("Lender") and GCOMMERCE, INC., a Delaware corporation ("Grantor").

RECITALS

Agility Capital, LLC ("Agility") and Grantor are parties to that certain Intellectual Property Security Agreement dated as of October 9, 2007 (the "Original Agreement"). Agility has assigned its interest in the Original Agreement to Lender. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated of even date herewith. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

In connection with the execution of the Loan Agreement, the parties desire to enter into this Agreement, and intend to amend and restate the Original Agreement in its entirety.

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT


To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

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

Address of Grantor:

GCOMMERCE, INC.

601 East Locust, Suite 103
Des Moines, IA 50309
Attn:

By: 

Title: President & CEO

Address of Lender:

AGILITY CAPITAL II, LLC

812 S. Anacapa, Suite A
Santa Barbara, CA 93101

By: 

Title: Chief Credit Officer

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

<i>Title</i>	<i>Serial/ Patent Number</i>	<i>Application/ Issue Date</i>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
GCOMMERCE	3,371,950	01/22/08
IDE POINTING EDI IN THE RIGHT DIRECTION	3,796,456	06/01/10
IDE	3,662,136	07/28/09