

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
Clicksquared, Inc.		12/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
Internal Address:	HG150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95056		
Entity Type:	Association: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3700337	CLICKSQUARED	
Registration Number:	3700336	CLICK2	
Registration Number:	3768141	CLICKSQUARED	
Registration Number:	3768140	CLICK2	
Registration Number:	3626818	CLIQUTY	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpateroso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	615035-005		

CH \$140.00 3700337

900179097

TRADEMARK
REEL: 004435 FRAME: 0757

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/17/2010
<p>Total Attachments: 9</p> <p>source=12-17-10 Clicksquared-TM#page1.tif</p> <p>source=12-17-10 Clicksquared-TM#page2.tif</p> <p>source=12-17-10 Clicksquared-TM#page3.tif</p> <p>source=12-17-10 Clicksquared-TM#page4.tif</p> <p>source=12-17-10 Clicksquared-TM#page5.tif</p> <p>source=12-17-10 Clicksquared-TM#page6.tif</p> <p>source=12-17-10 Clicksquared-TM#page7.tif</p> <p>source=12-17-10 Clicksquared-TM#page8.tif</p> <p>source=12-17-10 Clicksquared-TM#page9.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 17, 2010 by and between **SILICON VALLEY BANK** ("**Bank**") and **CLICKSQUARED, INC.** ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and, among others, Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

7. Any and all claims for damages by way of past, present and future infringements 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;

8. All 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

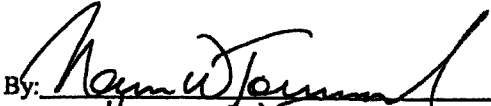
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CLICKSQUARED, INC.

ClickSquared, Inc.
280 Summer Street, 6th Floor
Boston, Massachusetts 02210

By: 
Name: Norman W. Townsend Jr.
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Ben Johnston

By: _____
Name: _____
Title: _____

[Signature page to ClickSquared IP Security Agreement]

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:

CLICKSQUARED, INC.

ClickSquared, Inc.
280 Summer Street, 6th Floor
Boston, Massachusetts 02210

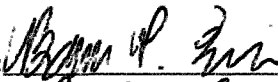
By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466
Attn: Mr. Ben Johnston

By:  _____
Name: Brendan P. Quinn
Title: VP

[Signature page to ClickSquared IP Security Agreement]

TRADEMARK
REEL: 004435 FRAME: 0762

EXHIBIT A

Copyrights

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

**"Technologies Assets," computer software program
Party 2 is Davis and Henderson, a division of MDC
Corporation, Inc.**

V3452D759

May 11, 2000

EXHIBIT B

Patents

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<i>United States Trademarks</i>		
CLICKSQUARED	3700337	October 20, 2009
CLICK2	3700336	October 20, 2009
CLIQUTY	3626818	May 26, 2009
CLICKSQUARED	3768141	March 30, 2010
CLICK2	3768140	March 30, 2010
<i>European Union Trademarks</i>		
CLICKSQUARED	7160666	June 12, 2009
CLICK2	7160311	June 13, 2009

EXHIBIT D

Mask Works

Description

**Registration/
Application
Number**

**Registration/
Application
Date**

None