

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
22SQUARED, INC.		12/29/2010	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	SUNTRUST BANK
Street Address:	25 Park Place, 23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85156649	WORK THAT TALKS
Serial Number:	77662993	TRUE ADVOCACY
Serial Number:	77662959	THE FRIENDSHIP MODEL
Serial Number:	77315612	MARKET BRANDS THE WAY PEOPLE MAKE FRIENDS
Serial Number:	77269620	222
Serial Number:	77269604	TWENTY TWO SQUARED
Serial Number:	77269237	22SQUARED
Serial Number:	77269222	TWENTY TWO SQUARED

CORRESPONDENCE DATA

Fax Number: (404)439-1765
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 404-873-8534
 Email: sue.wisch@agg.com
 Correspondent Name: Anisa Abdullahi
 Address Line 1: 171 17th Street, NW, Suite 2100

900182564

**TRADEMARK
 REEL: 004463 FRAME: 0534**

CH \$215.00 85156649

Address Line 2: Arnall Golden Gregory LLP
Address Line 4: Atlanta, GEORGIA 30363-1031

ATTORNEY DOCKET NUMBER:	14686.160
NAME OF SUBMITTER:	Anne E. Yates
Signature:	/Anne E. Yates/
Date:	01/28/2011

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into, as of December 29, 2010, by 22SQUARED, INC., a Georgia corporation ("Debtor"), to SUNTRUST BANK ("Secured Party").

RECITALS

I. Secured Party has made certain loans to Debtor, which loans are more specifically evidenced by that certain Loan and Security Agreement executed by and between Debtor and Secured Party of even date hereof (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement", and together with any and all other documents related thereto or described therein, hereinafter collectively referred to as the "Loan Documents"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

II. Pursuant to the terms of the Loan Documents, Debtor is required to secure its obligations with the grant of the security interest herein contained.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, and the parties hereto agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations or other obligations of Debtor under the Loan Documents (the "Obligations"), both now existing and hereafter arising, and Debtor's other existing and future representations, warranties and covenants under the Loan Documents, Debtor grants and pledges to Secured Party a security interest in all of Debtor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits "A", "B" and "C" attached hereto), together with all proceeds and products 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. As used herein, "Intellectual Property Collateral" means all of Debtor's right, title and interest in and to its intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement 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; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by

such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) 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.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Secured Party under the Loan Agreement and the other Loan Documents. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those rights and remedies of Secured Party set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Secured Party as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "secured party" and "creditor". Secured Party may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Secured Party provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Secured Party of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Secured Party, of any or all other rights, powers and remedies.

3. Term. The Loan Documents and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the other Loan Documents, and notwithstanding any limitation of, moratorium on and termination of Secured Party's obligation to make credit extensions under the Loan Agreement, Debtor's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. The occurrence of an event which under the Loan Agreement constitutes an Event of Default shall be an Event of Default hereunder.

4. Registered Intellectual Property. Debtor represents and warrants that Exhibits "A", "B", and "C" attached hereto set forth any and all intellectual property rights which Debtor has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Debtor obtains subsequent to the date of this Agreement ("New IP"). Debtor shall give to Secured Party written notice of all New IP that is registered (or for which an application for registration has been made) promptly after the acquisition of same, but in any event not less frequently than once per year. Debtor hereby authorizes Secured Party to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Secured Party's Use of Intellectual Property; No Liability. Debtor agrees that Secured Party's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Secured Party's exercise of its rights and remedies shall be coextensive with Debtor's rights thereunder and Secured Party will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Debtor irrevocably designates, constitutes and appoints Secured Party (and all persons designated by Secured Party in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Secured Party and any of Secured Party's designees, in Debtor's or Secured Party's name, to take any action and execute any instrument which Secured Party may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Debtor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Secured Party's sole discretion to protect and perfect and put the public on notice of Secured Party's security interest and rights in the Intellectual Property Collateral. Debtor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the date of this Agreement. Debtor shall from time to time execute and deliver to Secured Party, at the request of Secured Party, such other documents, instruments and records that Secured Party may reasonably request in form and substance reasonably satisfactory to Secured Party and its counsel, to perfect and continue Secured Party's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Secured Party's rights and obligations under the Loan Agreement and the other Loan Documents will succeed to Secured Party's rights under this Agreement and (iv) any notices or consents required or permitted by this Agreement shall be given, delivered, and deemed delivered in the same manner and at the same addresses as set forth in the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which where so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

(Signature on following page)

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be executed under seal with authority duly obtained, as of the date first written above.

DEBTOR:

22SQUARED, INC., a Georgia corporation

By: Michael M. Grindell (SEAL)
Name: Michael M. Grindell
Title: EVP, CAO

EXHIBIT "A"

Copyrights

None

EXHIBIT "B"

Patents

None

EXHIBIT "C"

Trademarks

Mark	Type of Mark	Serial No.	Registration No.	Registration Date
WORK THAT TALKS	Service Mark	85156649		
TRUE ADVOCACY	Service Mark	77662993	3672420	8/25/2009
THE FRIENDSHIP MODEL	Service Mark	77662959	3720326	12/1/2009
MARKET BRANDS THE WAY PEOPLE MAKE FRIENDS 222	Service Mark	77315612	3431052	5/20/2008
TWENTY TWO SQUARED	Service Mark	77269620	3430226	5/20/2008
22SQUARED	Service Mark	77269604	3473527	7/22/2008
TWENTY TWO SQUARED	Service Mark	77269237	3430213	3/4/2008
TWENTY TWO SQUARED	Service Mark	77269222	3477820	3/4/2008