

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
ENCHOICE ACQUISITIONS, INC.		12/28/2010	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	380 Interlocken Crescent		
Internal Address:	Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3455028	ENCHOICE	
Serial Number:	85096424	KWIKKLOUD	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6884		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3943		
Email:	dean.shahriari@troutmansanders.com		
Correspondent Name:	Dean Y. Shahriari, Ph.D.		
Address Line 1:	Troutman Sanders LLP		
Address Line 2:	600 Peachtree Street, NE – Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001178		
NAME OF SUBMITTER:	Dean Y. Shahriari, Ph.D.		

OP \$65.00 3455028

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**TRADEMARK
 REEL: 004464 FRAME: 0667**

Signature:	/Dean Y. Shahriari 56783/
Date:	01/31/2011
Total Attachments: 8 source=Restated_IP_Agreement_pdf#page1.tif source=Restated_IP_Agreement_pdf#page2.tif source=Restated_IP_Agreement_pdf#page3.tif source=Restated_IP_Agreement_pdf#page4.tif source=Restated_IP_Agreement_pdf#page5.tif source=Restated_IP_Agreement_pdf#page6.tif source=Restated_IP_Agreement_pdf#page7.tif source=Restated_IP_Agreement_pdf#page8.tif	

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into on December 28th, 2010, but is effective as of December 14, 2010, by and between SILICON VALLEY BANK ("**Bank**") and ENCHOICE, INC., an Arizona corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, enChoice Acquisitions Inc., an Arizona corporation ("**enChoice Acquisitions**") and Grantor dated as of September 21, 2009 (as amended, modified or restated 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 and that certain Intellectual Property Security Agreement by and between Grantor and Bank dated May 16, 2007 (as amended from time to time, the "**Prior IP Agreement**"), Grantor 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

C. Borrower has requested that Bank enter into that certain Fifth Amendment to Amended and Restated Loan and Security Agreement by and among Grantor, enChoice Acquisitions and Bank dated of even date herewith (the "**Amendment**"), and Bank is willing to enter into the Amendment, but only upon the condition, among others, that Grantor execute this Agreement which shall replace, amend and restate the Prior IP Agreement in its entirety.

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 and covenants as follows and agrees that the Prior IP Agreement is hereby amended and restated 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:

(a) 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**”);

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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 Amended and Restated 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

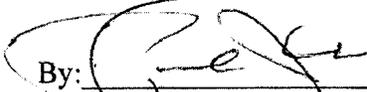
Address of Grantor:

9280 South Kyrene Road, Suite 101
Tempe, Arizona 85284

Attn: _____

GRANTOR:

ENCHOICE, INC.

By: 
Name: PAUL A. JAVORSKY
Title: CONTROLLER

Address of Bank:

380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021

Attn: Leticia Hernandez

BANK:

SILICON VALLEY BANK

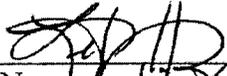
By: 
Name: Leticia Hernandez
Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

EXHIBIT B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>	<u>Owner/ Assignee</u>
NONE	N/A	N/A	N/A

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ENCHOICE (Registered)	3,455,028	06/24/2008
FINISHING SUITE (Canceled)	2,837,114	04/27/2004
KWIKKLOUD (Pending)	85/096,424	07/29/2010
ICI SOLUTIONS (Abandoned)	78/691,921	08/12/2005
ICI SOLUTIONS (Abandoned)	78/691,906	08/12/2005
THE POWER OF PROCESS (Abandoned)	76/505,663	04/09/2003
ICI SOLUTIONS (Abandoned)	76/482,345	01/14/2003

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A