

**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
INXPO, INC.		03/09/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Hercules Technology II, L.P.
Street Address:	400 Hamilton Avenue, Suite 310
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94301
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78398526	INXPO
Serial Number:	76478779	PUBSUITE
Serial Number:	77549613	VBIZ
Registration Number:	3792465	VIRTUAL EVENTS. REAL RESULTS
Serial Number:	76478778	WEBOGY
Serial Number:	77563687	XPOCAST
Serial Number:	85055980	WE ARE TRANSFORMING THE WEB FROM PAGES AND FILES TO EVENTS AND DESTINATIONS, WHERE PEOPLE GO TO MEET, LEARN AND DO BUSINESS.
Registration Number:	3907681	INXPO EXPRESS MAKES VIRTUAL EASY
Registration Number:	3907678	INXPO CUSTOM MAKES VIRTUAL FLEXIBLE
Registration Number:	3907683	INXPO UNLIMITED MAKES VIRTUALLY ANYTHING.
Serial Number:	85095610	THE POWER OF THE PLATFORM
Registration Number:	3908193	XPOCAST BUILDER
Serial Number:	85055974	VIRTUAL BUSINESS. REAL RESULTS.

CH \$365.00 78398526

Serial Number:

85105470

XPOSLIDE

**CORRESPONDENCE DATA**

Fax Number: (415)693-2222

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4156932440

Email: crhem@cooley.com

Correspondent Name: Cooley LLP

Address Line 1: 101 California Street, 5th Floor

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:

HERCULES/INXPO 305866-173

NAME OF SUBMITTER:

C. Rhem

Signature:

/CR/

Date:

03/09/2011

**Total Attachments: 6**

source=InXpo IPSA#page1.tif

source=InXpo IPSA#page2.tif

source=InXpo IPSA#page3.tif

source=InXpo IPSA#page4.tif

source=InXpo IPSA#page5.tif

source=InXpo IPSA#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 9, 2011 by and between HERCULES TECHNOLOGY II, L.P. ("Lender") and INXPO, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of March 9, 2011 (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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and 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), 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.

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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 Grantor:

770 N. Halsted Street  
Suite 6S  
Chicago, IL 60642  
Attn: David Aniol

GRANTOR:

INXPO, INC.

By: 

Title: CFO

Address of Lender:

400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004493 FRAME: 0876

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 Grantor:  
  
770 N. Halsted Street  
Suite 6S  
Chicago, IL 60642  
Attn: David Aniol

GRANTOR:

INXPO, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_


Address of Lender:  
  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY II, L.P.

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By:  \_\_\_\_\_

Title: K. Nicholas Martitsch  
~~Associate General Counsel~~

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004493 FRAME: 0877**

**EXHIBIT A**

**COPYRIGHTS**

<b>COPYRIGHT</b>	<b>DATE OF REGISTRATION</b>	<b>REGISTRATION NO.</b>	<b>WORK</b>
LIGHTNING DEVELOPMENT SUITE	3/5/04	TXU001157599	SOURCE CODE
PUBSUITE	3/5/04	TXU001157600	SOURCE CODE

**EXHIBIT B**

**PATENTS**

<b>NAME</b>	<b>REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>TYPE OF APPLICATION</b>
SYSTEMS AND METHODS FOR PROVIDING AND CUSTOMIZING A VIRTUAL EVENT PLATFORM	61393540	10/15/10	PROVISIONAL
SYSTEM AND METHOD FOR PROVIDING DYNAMIC/INTERACTIVE WEB CONTENT AND MANAGING ATTENDEES DURING WEBCASTING EVENTS	APPLICATION NUMBER 13024284	2/9/11	NON-PROVISIONAL PATENT APPLICATION

EXHIBIT C

**TRADEMARKS**

<b>SERIAL #</b>	<b>TRADEMARK</b>	<b>REGISTRATION DATE</b>
78398526	INXPO	11/8/05
76478779	PUBSUITE	12/23/03
77549613	VBIZ	11/10/09
3792465	VIRTUAL EVENTS. REAL RESULTS.	5/25/10
76478778	WEBOGY	12/23/03
77563687	XPOCAST	6/2/09
85055980	"WE ARE TRANSFORMING THE WEB FROM PAGES AND FILES TO EVENTS AND DESTINATIONS, WHERE PEOPLE GO TO MEET, LEARN AND DO BUSINESS	PUBLISHED FOR OPPOSITION 1/4/11
3907681	INXPO EXPRESS MAKES VIRTUAL EASY	01/18/11
3907678	INXPO CUSTOM MAKES VIRTUAL FLEXIBLE	01/18/11
3907683	INXPO UNLIMITED MAKES VIRTUALLY ANYTHING	01/18/11
85095610	POWER OF THE PLATFORM	PUBLISHED FOR OPPOSITION 3/1/2011
3908193	XPOCAST BUILDER	01/18/11
85055974	VIRTUAL BUSINESS. REAL RESULTS	06/07/10
85105470	XPOSLIDE	08/11/10