

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
TALENTHOUSE, INC.		03/09/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	AGILITY CAPITAL II, LLC
Street Address:	812 Anacapa
Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	77568188	TALENTHOUSE
Serial Number:	77568151	TALENTHOUSE
Serial Number:	77568146	TALENTHOUSE
Serial Number:	77568139	TALENTHOUSE
Registration Number:	3874987	TALENTHOUSE
Serial Number:	77568158	TALENTHOUSE
Serial Number:	77568153	TALENTHOUSE
Serial Number:	77568144	TALENTHOUSE

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien

900186350

TRADEMARK
REEL: 004496 FRAME: 0795

CH \$215.00 77568188

Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305948-159 TALENTHOUSE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	03/11/2011

Total Attachments: 4
source=Talenthouse signed IPSA#page1.tif
source=Talenthouse signed IPSA#page2.tif
source=Talenthouse signed IPSA#page3.tif
source=Talenthouse signed IPSA#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of March 9, 2011 by and between **AGILITY CAPITAL II, LLC** ("Lender") and **TALENTHOUSE, INC.**, a Delaware corporation ("Grantor").

RECITALS

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 Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. 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

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:

542 High Street
Palo Alto, CA 94301
Attn:

TALENTHOUSE, INC.

By: 

Title: CEO

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By: 

Title: Chief Credit Officer

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
--------------	----------------------------	--------------------------

923539 v1/HN

EXHIBIT B

Patents

Title	Serial No./ Patent Number	Application No./ Issue Date
-------	---------------------------	-----------------------------

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application / Registration Date</u>
TALENTHOUSE	77/568,188	09/11/08
TALENTHOUSE	77/568,151	09/11/08
TALENTHOUSE	77/568,146	09/11/08
TALENTHOUSE	77/568,139	09/11/08
TALENTHOUSE	3,874,987	11/09/10
TALENTHOUSE	77/568,158	09/11/08
TALENTHOUSE	77/568,153	09/11/08
TALENTHOUSE	77/568,144	09/11/08