

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Supplemental Intellectual Property Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tradecard, Inc.		03/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	75 East Trimble Road		
Internal Address:	Mail Code: 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3779062	FACTORY XPRESS	
Registration Number:	3779063	FEX	
Serial Number:	85283006	TRADECARD PARTNERADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6179518075		
Email:	shannon.mcguire@bingham.com		
Correspondent Name:	Shannon L. McGuire		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Shannon L. McGuire		
Signature:	/SLM/		

OP \$90.00 3779062

Date:

04/08/2011

Total Attachments: 10

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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 2, 2011, is entered into by and between **TRADECARD, INC.**, a Delaware corporation (hereinafter, together with its successors in title and assigns, called the "**Grantor**"), and **COMERICA BANK**, a Texas banking association (hereinafter, together with its successors in title and assigns, called the "**Lender**").

Statement of Facts

A. Pursuant to the Loan and Security Agreement, dated as of October 8, 2004, by and between the Grantor and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Loan Agreement**"), the Lender has made and has agreed to make loans to the Grantor (collectively, the "**Loans**").

B. In order to induce the Lender to make additional Loans and other Credit Extensions to the Grantor upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement, to grant to the Lender continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of the Grantor in order to secure all of the Loan Obligations (as defined below).

C. The Grantor has granted to the Lender continuing security interests in and Liens upon all of the Intellectual Property Collateral of the Grantor pursuant to and upon the terms and conditions contained in the Loan Agreement and in the Security Agreement, dated as of October 8, 2004, by and among the Grantor, its Subsidiaries party thereto, and the Lender (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Loan Agreement and also the Security Agreement, the Grantor has agreed to execute and deliver to the Lender this Supplemental Intellectual Property Security Agreement, which is supplemental to the Loan Agreement, the Security Agreement and also that certain Intellectual Property Security Agreement, dated as of October 8, 2004, between the Grantor and the Lender (as supplemented by the Supplemental Intellectual Property Security Agreement of March 4, 2008, the "**First IP Security Agreement**").

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Lender as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Supplemental Intellectual Property Security Agreement) the following respective meanings

(such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Intellectual Property Collateral”** shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

- (i) the Trademarks referred to in Schedule I hereto;
- (ii) the Patents referred to in Schedule II hereto;
- (iii) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each such Trademark and Patent; and
- (iv) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any such Trademark, (B) injury to any goodwill associated with any such Trademark, (C) infringement of any such Patent, and (D) injury to any goodwill associated with any such Patent.

(b) **“Loan Agreement”**, **“Security Agreement”** and **“First IP Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Loan Obligations”** shall mean any and all of the Obligations (as that term is defined in the Loan Agreement).

All other terms contained in this Supplemental Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the U.C.C. to the extent that such other terms are used or defined therein and are not otherwise defined in the Loan Agreement. References to the Loan Agreement or to the Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Commitments or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Loan Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Lender a continuing security interest in and Lien upon all of the rights, title and interests of the Grantor to, in and under the Intellectual Property Collateral.

3. **Security Agreement.** The security interests and Liens granted by the Grantor to the Lender pursuant to this Supplemental Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by the Grantor to the Lender pursuant to the Loan Agreement, the Security Agreement and the First IP Security Agreement. The Grantor and the Lender expressly agree that each of the security interests and Liens granted

under this Supplemental Intellectual Property Security Agreement, the First IP Security Agreement, the Loan Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the U.C.C. and other Applicable Law. The exercise by the Lender of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Supplemental Intellectual Property Security Agreement and also the Loan Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Supplemental Intellectual Property Security Agreement and the Loan Agreement and the Security Agreement, then the terms and conditions of the Loan Agreement and the Security Agreement shall prevail.

4. **Reinstatement.** This Supplemental Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Loan Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Loan Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

5. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Supplemental Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the notice provisions of the Loan Agreement.

6. **Termination.** Subject always to Section 4 hereof, this Supplemental Intellectual Property Security Agreement shall terminate upon the Termination Date. Upon any termination of the Liens created hereunder upon the Termination Date, the Lender shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination of the Liens created hereby.

7. **Choice Of Law And Venue; Jury Trial Waiver.** THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA. EACH OF THE GRANTOR AND THE LENDER HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF CALIFORNIA. EACH OF THE LENDER AND THE GRANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH OF THEM,

AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY RELATED INSTRUMENT OR LOAN DOCUMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTION OF ANY OF THEM. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY THE LENDER OR THE GRANTOR, EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY EACH OF THEM.

8. Delivery by Facsimile or Electronic Mail. Delivery of an executed counterpart of this Supplemental Intellectual Property Security Agreement by facsimile transmission or electronic mail in portable document format (.pdf) shall be as effective as delivery of an original manually executed counterpart of this Supplemental Intellectual Property Security Agreement.

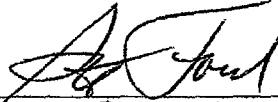
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****Signature Page to TradeCard Supplemental Intellectual Property Security Agreement follows****

IN WITNESS WHEREOF, the Grantor has caused this SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

TRADECARD, INC.

By: 
Name: STEVEN FORD
Title: CFO

The Lender:

COMERICA BANK

By: _____
Name: Paula J. Howell
Title: Senior Vice President

****Signature Page to TradeCard Supplemental Intellectual Property Security Agreement****

IN WITNESS WHEREOF, the Grantor has caused this **SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

The Grantor:

TRADECARD, INC.

By: _____
Name:
Title:

The Lender:

COMERICA BANK

By: Paula Howell
Name: Paula Howell
Title: Senior Vice President

****Signature Page to TradeCard Supplemental Intellectual Property Security Agreement****

SCHEDULE I

To

TRADECARD, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
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See attached Annex A.

B. U.S. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
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See attached Annex A.

ANNEX A

to

SCHEDULE I

to

TRADECARD, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Factory Xpress	3779062	04/20/2010
Fex	3779063	04/20/2010

B. U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
TRADECARD PARTNERADVANTAGE	85283006	03/31/2011

SCHEDULE II

To

TRADECARD, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. U.S. PATENT APPLICATIONS.

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>	<u>Status/Comments</u>
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See attached **Annex A.**

ANNEX A

to

SCHEDULE II

to

TRADECARD, INC.

SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

U.S. PATENT APPLICATIONS

<u>Patent</u>	<u>Application Number</u>	<u>Date</u>	<u>Status/ Comments</u>
SECURITIZATION OF A COMMERCIAL TRANSACTION	12/859,517	08/19/2010	PENDING
PROVIDING ACCESS TO FUTURE EXCEPTION INFORMATION IN A SUPPLY PLAN COLLABORATION SYSTEM	13/072,651	03/25/2011	PENDING