

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Take Anywhere Technologies, Inc.		03/25/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	national association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78966216	PLAY FRIEND	
<b>Serial Number:</b>	78966210	PLAY FRIEND	
<b>Serial Number:</b>	78966207	PLAY FRIEND	
<b>Serial Number:</b>	78966205	PLAY FRIEND	
<b>Serial Number:</b>	78966197	TAKE ANYWHERE	
<b>Serial Number:</b>	78966195	TAKE ANYWHERE	
<b>Serial Number:</b>	78966191	TAKE ANYWHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312 558-6352		
<b>Email:</b>	lkonrath@winston.com		
<b>Correspondent Name:</b>	Laura Konrath		
<b>Address Line 1:</b>	35 W Wacker Drive		
<b>Address Line 2:</b>	Winston & Strawn LLP, Suite 2800		

**CH \$190.00 78966216**

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 1740-156

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 04/13/2011

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of March 25, 2011, between TAKE ANYWHERE TECHNOLOGIES, INC., a Delaware corporation (the "Grantor") and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent").

This Agreement is executed pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") executed by the Grantor, solely in its capacity as an Unrestricted Grantor (as defined therein) for purposes of Article V thereof, and the other parties thereto in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Pledge and Security Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to Article V of the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

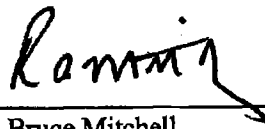
- (a) all of its Patents and Patent Licenses, including, without limitation, those listed on Schedule A hereto;
- (b) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule B hereto;
- (c) all of its Copyrights and Copyright Licenses, including, without limitation, those listed on Schedule C hereto;
- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

TAKE ANYWHERE TECHNOLOGIES, INC.,  
as Grantor


By:   
Name: Bruce Mitchell  
Title: General Counsel, Executive VP  
and Secretary

[Signature Page to Take Anywhere Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004520 FRAME: 0593

Agreed and Accepted as of the 25 day of  
March   , 2011.

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: DANIEL J. SEEL  
Title: VP

[Signature Page to Take Anywhere Intellectual Property Security Agreement]

Schedule A  
to  
Intellectual Property Security Agreement

PATENTS

I. PATENT REGISTRATIONS

None.

II. PATENT APPLICATIONS

None.

III. PATENT LICENSES

None.

**Schedule B**

**Take Anywhere Technologies United States Trademarks  
(Pending)**

<b>MARK</b>	<b>SERIAL NO.</b>	<b>FILING DATE</b>	<b>CLASS</b>
PLAY FRIEND	78966216	9/1/2006	9
PLAY FRIEND	78966210	9/1/2006	35
PLAY FRIEND	78966207	9/1/2006	38, 39
PLAY FRIEND	78966205	9/1/2006	42, 45
TAKE ANYWHERE	78966197	9/1/2006	35
TAKE ANYWHERE	78966195	9/1/2006	38, 39
TAKE ANYWHERE	78966191	9/1/2006	42, 45

Schedule C  
to  
Intellectual Property Security Agreement

COPYRIGHTS

I. COPYRIGHT REGISTRATIONS

None.

II. COPYRIGHT APPLICATIONS

None.

III. COPYRIGHT LICENSES

None.