

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALPHA BAY CORPORATION | | 04/12/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 4750 WEST 2100 SOUTH | | |
| Internal Address: | SUITE 300 | | |
| City: | SALT LAKE CITY | | |
| State/Country: | UTAH | | |
| Postal Code: | 84120 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3495159 | AIRS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)962-6729 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | jihan.jenkins@troutmansanders.com | | |
| Correspondent Name: | JIHAN A.R. JENKINS | | |
| Address Line 1: | TROUTMAN SANDERS LLP | | |
| Address Line 2: | 600 PEACHTREE STREET NE | | |
| Address Line 4: | ATLANTA, GEORGIA 30308-2216 | | |
| ATTORNEY DOCKET NUMBER: | 220763.001224 | | |
| NAME OF SUBMITTER: | Jihan A.R. Jenkins | | |
| Signature: | /Jihan A.R. Jenkins, Reg. #64415/ | | |
| Date: | 04/14/2011 | | |

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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of April 12, 2011 by and between SILICON VALLEY BANK ("**Bank**") and ALPHA BAY CORPORATION, a Delaware corporation ("**Grantor**").

RECITALS

A. Bank 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 and Security Agreement by and between Bank and Grantor dated as of December 19, 2007 (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. Borrower has requested that Bank enter into that certain Eighth Amendment to Loan and Security Agreement between Grantor 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 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.

C. Pursuant to the terms of the Loan Agreement and the Amendment, Grantor has 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.

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, covenants and agrees 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 and the Amendment. 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 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.

This security interest granted to Bank is senior to all other security interests, then, now or hereafter, granted in the Intellectual Property Collateral.

[Signature Page Follows.]

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:

6415 South 3000 East, Suite 210
Salt Lake City, UT 84121

Attn: Jack Blount

GRANTOR:

ALPHA BAY CORPORATION

By: 
Name: Jack B. Blount
Title: Chairman & CEO

Address of Bank:

4750 West 2100 South, Suite 300
Salt Lake City, Utah 84120

Attn: Gary Jackson

BANK:

SILICON VALLEY BANK

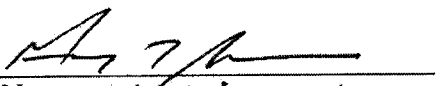
By: 
Name: GARY JACKSON
Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

| <u>Description</u> | Registration/ Application <u>Number</u> | Registration/ Application <u>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> |
|--|--|------------------------------|
| DISTRIBUTED AND RELIABLE DATA WAREHOUSE SERVICE FOR INTEGRATED RETAIL SYSTEMS | 61/086,718 | Unknown |
| DISTRIBUTED AND RELIABLE DYNAMIC PRICING SERVICE FOR INTEGRATED RETAIL SYSTEMS | 61/086736 | Unknown |
| DISTRIBUTED AND RELIABLE WORKFLOW SERVICE FOR INTEGRATED RETAIL SYSTEMS | 61/086755 | Unknown |
| DISTRIBUTED AND RELIABLE DYNAMIC PROMOTION PRICING SERVICE FOR INTEGRATED RETAIL SYSTEMS | 61/086749 | Unknown |
| DISTRIBUTED AND RELIABLE LOSS PREVENTION SERVICE FOR INTEGRATED RETAIL SYSTEMS | 61/086742 | Unknown |
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EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--------------------|---|---|
| AIRS (Registered) | 3,495,159 | 9/2/2008 |

EXHIBIT D

Mask Works

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