

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
Plum Choice, Inc.		05/03/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gold Hill Capital 2008, L.P.
Street Address:	35 Braintree Hill Office Park
Internal Address:	Suite 301
City:	Braintree
State/Country:	MASSACHUSETTS
Postal Code:	02184
Entity Type:	Association: UNITED STATES

Name:	Eastward Capital Partnres V, L.P.
Street Address:	432 Cherry Street
City:	West Newton
State/Country:	MASSACHUSETTS
Postal Code:	02465
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3605192	PLUMCHOICE
Registration Number:	3814978	SAFELINK
Registration Number:	3640585	THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE
Serial Number:	85299412	REINVENTING TECHNOLOGY CARE
Serial Number:	77933612	SERVICETECHZONE

CORRESPONDENCE DATA

Fax Number: (302)636-5454

900191218

**TRADEMARK
 REEL: 004536 FRAME: 0321**

CH \$140.00 3605192

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	770113
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/06/2011

Total Attachments: 10

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Plum Choice, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Gold Hill Capital 2008, L.P.
Internal: Eastward Capital Partners V, L.P.
Address: see attached signature page

Street Address: _____
City: _____
State: _____
Country: _____ Zip: _____

- Association Citizenship U.S.A.
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 3, 2011

- Assignment Merger
- Security Agreement Change of Name
- Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Please see Exhibit C

B. Trademark Registration No.(s)

Please see Exhibit C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
Signature

5/6/11
Date

Laura A. Cadogan
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 3, 2011, by and among, Gold Hill Capital 2008, L.P ("Gold Hill"), as agent (the "Agent"), the other Lenders, including without limitation, Gold Hill and Eastward Capital Partners V, L.P. ("Eastward") (Gold Hill and Eastward each individually, a "Lender" and collectively, the "Lenders") and PlumChoice, Inc. ("Grantor").

RECITALS

A. Lenders have 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 Lenders and Grantor dated May 3, 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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders 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.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders 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 Lenders 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:

1. 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");
2. 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;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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 Lenders under the Loan Agreement. The rights and remedies of Lenders 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 Lenders as a matter of law or equity. Each right, power and remedy of Lenders 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 Lenders 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 Lenders, of any or all other rights, powers or remedies.

[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.

GRANTOR:

Address of Grantor:

PLUMCHOICE, INC.

5 Federal Street
Billerica, Massachusetts 01821

By: Kevin R. Rhodes

Attn: Kevin R. Rhodes

Title: CFO

LENDERS:

Address of Lender:

GOLD HILL CAPITAL 2008, L.P., as Agent
and as a Lender

35 Braintree Hill Office Park, Suite 301
Braintree, MA 02184

By: _____

Attn: Mr. Dave Fischer

Title: _____

Address of Lender:

EASTWARD CAPITAL PARTNERS V, L.P.,
as a Lender

432 Cherry Street
West Newton, Massachusetts 02465

By: _____

Title: _____

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.

GRANTOR:

Address of Grantor:

PLUMCHOICE, INC.

5 Federal Street
Billerica, Massachusetts 01821

By: _____

Title: _____

Attn: _____

LENDERS:

Address of Lender:

GOLD HILL CAPITAL 2008, L.P., as Agent
and as a Lender

35 Braintree Hill Office Park, Suite 301
Braintree, MA 02184

By: _____

Title: _____

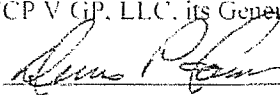
Attn: Mr. Dave Fischer

Address of Lender:

EASTWARD CAPITAL PARTNERS V, L.P.,
as a Lender

By: Eastward Capital Partners V GP, L.P.,
its General Partner

By: ECP V GP, LLC, its General Partner

By:  _____

Title: Managing Member

432 Cherry Street
West Newton, Massachusetts 02465

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.

GRANTOR:

Address of Grantor:

PLUMCHOICE, INC.

5 Federal Street
Billerica, Massachusetts 01821

By: _____

Title: _____

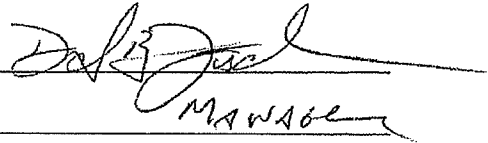
Attn: _____

LENDERS:

Address of Lender:

GOLD HILL CAPITAL 2008, L.P., as Agent
and as a Lender

35 Braintree Hill Office Park, Suite 301
Braintree, MA 02184

By:  _____
Title: MANAGER

Attn: Mr. Dave Fischer

Address of Lender:

EASTWARD CAPITAL PARTNERS V, L.P.,
as a Lender

432 Cherry Street
West Newton, Massachusetts 02465

By: _____

Title: _____

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (Canada)	2693595	1/22/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20090018890	1/15/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20090125608	5/14/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	7676035	3/09/2010
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20100138270	6/03/2010
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2009012087	1/22/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2009012087	5/14/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2010039361	4/08/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
REINVENTING TECHNOLOGY CARE (U.S. - Pending)	85299412 (Application Number)	4/19/2011
SERVICETECHZONE (U.S. – Published (Pending))	77933612 (Application Number)	2/11/2010
PLUMCHOICE (U.S.)	3605192/77422677	4/14/2009
SAFELINK (U.S.)	3814978/77357709	7/06/2010
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (U.S.)	3640585/77357714	6/16/2009
PLUMCHOICE (Canada - Pending)	TMA000000/1410711 00	1/08/2010
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (Canada – Pending)	TMA000000/1400627 00	4/09/2010
SAFELINK (Canada)	TMA770495/1400627 00	6/22/2010
PLUMCHOICE (Community Trademarks)	7203946/	6/10/2009
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (Community Trademarks)	7004583	4/9/2009
SAFELINK (Community Trademarks)	7004302	1/27/2010

EXHIBIT D

Mask Works

None.