

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
Znode, Inc.		06/08/2011	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Department of Development of the State of Ohio
Street Address:	77 South High Street
Internal Address:	P.O. Box 1001
City:	Columbus
State/Country:	OHIO
Postal Code:	43216-1001
Entity Type:	STATE AGENCY: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85226410	EXPAND YOUR ONLINE FOOTPRINT
Serial Number:	85272249	MARKETPLACE
Serial Number:	77927740	MULTIFRONT
Serial Number:	85226408	ONLINE FOOTPRINT
Serial Number:	77637553	ZNODE
Serial Number:	77911229	ZNODE
Serial Number:	77917283	ZNODE SHOWCASE

CORRESPONDENCE DATA

Fax Number: (513)579-6457
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 5135796960
 Email: trademarks@kmlaw.com
 Correspondent Name: Courtney A. Laginess
 Address Line 1: One East Fourth Street

900194370

**TRADEMARK
 REEL: 004561 FRAME: 0095**

OP \$190.00 85226410

Address Line 2: Suite 1400
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	OH5005FI0004
NAME OF SUBMITTER:	Courtney A. Laginess
Signature:	/Courtney A. Laginess/
Date:	06/14/2011

Total Attachments: 6
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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2011, is executed and delivered by Znode, Inc., an Ohio corporation (the "Company"), as debtor, whose address is 8760 Orion Place, Suite 120, Columbus, Ohio 43228, to The Director of Development (the "Director") of the State of Ohio (the "State"), as secured party, whose address is 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001, under the circumstances summarized in the following recitals:

A. The Company is a party to a Security Agreement dated as of June 8, 2011 (the "Security Agreement") in favor of the State.

B. The parties are executing this Trademark Security Agreement for filing with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and as condition precedent to State's obligations under the Loan Agreement, the Company hereby agrees with the State as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Company hereby pledges and grants to the State a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Company:

- (a) trademarks of Company, including without limitation those listed on Schedule A attached hereto;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the State pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the State with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the State shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the State shall execute, acknowledge, and deliver to the Company an

instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

SECTION 5. Authorization to Supplement. If the Company shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Company shall give prompt notice in writing to the State with respect to any such new trademark rights. Without limiting the Company's obligations under this Section 5, the Company authorizes the State unilaterally to modify this Trademark Security Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule A shall in any way affect, invalidate or detract from the State's continuing security interest in all collateral, whether or not listed on Schedule A.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Company and the Director have caused this Trademark Security Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

The Director of Development of the State of Ohio

By: Christiane Schmenk

Name: Christiane Schmenk
Chief Legal Counsel and Ethics Officer

Title: 6/8/11

Znode, Inc.,
an Ohio corporation


By: Vishwanathan

Name: VISH VISHWANATHAN

Title: PRESIDENT

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

TM/SN/RN/Disclaimer	Full Goods/Services	Status/Key Dates
<p>EXPAND YOUR ONLINE FOOTPRINT</p> <p>EXPAND YOUR ONLINE FOOTPRINT</p> <p>SN:85-226410</p>	<p>(Int'l Class: 9) Computer software, namely, computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer search engine software; computer software development tools; computer software for accessing information directories that may be downloaded from the global computer network; computer software for creating searchable databases of information and data; computer software for organizing and viewing digital images and photographs; web site development software; computer software, namely online e-commerce software sold exclusively to online retailers</p>	<p>Pending - Non-Final Action Mailed May 3, 2011</p> <p>Filed: January 26, 2011</p>
<p>MARKETPLACE</p> <p>MARKETPLACE</p> <p>SN:85-272249</p>	<p>(Int'l Class: 9) Computer software, namely, online e-commerce software to allow users to perform electronic business transactions via a global computer network enabling distributors, affiliates, vendors and business partners to setup turnkey stores across web, mobile and other devices, and sold exclusively to online retailers</p>	<p>Pending - Non-Final Action Mailed May 2, 2011</p> <p>Int'l Class: 9 First Use: October 31, 2010 In Commerce: January 11, 2011 Filed: March 21, 2011</p>
<p>MULTIFRONT</p> <p>MULTIFRONT</p> <p>SN:77-927740</p>	<p>(Int'l Class: 9) Computer software, namely, online e-commerce software to allow users to perform electronic business transactions via a global computer network, and sold exclusively to online retailers</p>	<p>Allowed - Intent to Use Notice of Allowance Issued January 18, 2011</p> <p>Filed: February 4, 2010 Published: November 23, 2010</p>
<p>ONLINE FOOTPRINT</p>	<p>(Int'l Class: 9) Computer software,</p>	<p>Pending - Non-Final Action Mailed</p>

TM/SN/RN/Disclaimer	Full Goods/Services	Status/Key Dates
<p>ONLINE FOOTPRINT</p> <p>SN:85-226408</p>	<p>namely, computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer search engine software; computer software development tools; computer software for accessing information directories that may be downloaded from the global computer network; computer software for creating searchable databases of information and data; computer software for organizing and viewing digital images and photographs; web site development software; computer software, namely online e-commerce software sold exclusively to online retailers</p>	<p>May 3, 2011</p> <p>Filed:</p> <p>January 26, 2011</p>
<p>ZNODE</p> <p>ZNODE</p> <p>SN:77-637553</p> <p>RN:3,672,202</p>	<p>(Int'l Class: 9) Computer software, namely, computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer search engine software; computer software development tools; computer software for accessing information directories that may be downloaded from the global computer network; computer software for creating searchable databases of information and data; computer software for organizing and viewing digital images and photographs; web site development software</p>	<p>Registered</p> <p>August 25, 2009</p> <p>Int'l Class: 9</p> <p>First Use:</p> <p>January 1, 2003</p> <p>Filed:</p> <p>December 21, 2008</p> <p>Published:</p> <p>June 9, 2009</p>
<p>ZNODE and Design</p>  <p>SN:77-911229</p> <p>RN:3,837,366</p>	<p>(Int'l Class: 9) Computer software, namely, computer e-commerce software to allow users to perform electronic business transactions via a global computer network; computer search engine software; computer software development tools; computer software for accessing information directories that may be downloaded from the global computer network;</p>	<p>Registered</p> <p>August 24, 2010</p> <p>Int'l Class: 9</p> <p>First Use:</p> <p>September 1, 2005</p> <p>Filed:</p> <p>January 13, 2010</p> <p>Published:</p> <p>June 8, 2010</p>

TM/SN/RN/Disclaimer	Full Goods/Services	Status/Key Dates
	computer software for creating searchable databases of information and data; computer software for organizing and viewing digital images and photographs; web site development software	
ZNODE SHOWCASE ZNODE SHOWCASE SN:77-917283 Disclaimer: "SHOWCASE"	(Int'l Class: 9) Computer e-commerce software for use in allowing users to perform electronic business transactions via a global computer network, and sold exclusively to online retailers	Allowed - Intent to Use Notice of Allowance Issued January 18, 2011 Filed: January 21, 2010 Published: November 23, 2010

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