

USPTO

7/8/2011 12:47:58 PM PAGE 4/010 Fax Server

TO:ERIN O'BRIEN COMPANY:C/O COOLEY LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/01/2011
900196053

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANCILLARY ADVANTAGE, INC.		06/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	m/c 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3487282	ANCILLARY ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1453 ANCILLARY ADV		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$40.00 3487282

700467029

TRADEMARK
REEL: 004578 FRAME: 0860

USPTO

7/8/2011 12:47:58 PM PAGE 5/010 Fax Server

TO: ERIN O'BRIEN COMPANY: C/O COOLEY LLP

Date:

07/01/2011

Total Attachments: 5

source=Ancillary Advantage signed IPSA#page1.tif

source=Ancillary Advantage signed IPSA#page2.tif

source=Ancillary Advantage signed IPSA#page3.tif

source=Ancillary Advantage signed IPSA#page4.tif

source=Ancillary Advantage signed IPSA#page5.tif

USPTO

7/8/2011 12:47:58 PM PAGE 6/010 Fax Server

TO: ERIN O'BRIEN COMPANY: C/O COOLEY LLP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 28, 2011 by and between COMERICA BANK ("Bank") and ANCILLARY ADVANTAGE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 and all other agreements now existing or hereafter arising between Grantor and Bank related to the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank related to 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

1.

949794 v2/HR

TRADEMARK
REEL: 004578 FRAME: 0862

USPTO

7/8/2011 12:47:58 PM PAGE 7/010 Fax Server

TO: ERIN O'BRIEN COMPANY: C/O COOLEY LLP

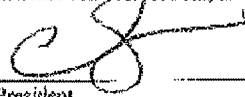
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1255 West 15th Street, Suite 540
Plano, TX 75075
Attn: Charles Bayer

ANCILLARY ADVANTAGE, INC.

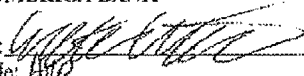

By: 
Title: President

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: 
Title: 

Attn: National Documentation Services

USPTO

7/8/2011 12:47:58 PM PAGE 8/010 Fax Server

TO:ERIN O'BRIEN COMPANY:C/O COOLEY LLP

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None		

USPTO

7/8/2011 12:47:58 PM PAGE 9/010 Fax Server

TO: ERIN O'BRIEN COMPANY: C/O COOLEY LLP

EXHIBIT B

Patents

Description	Application / Patent Number	Application/ Issue Date
None		

949794 v26IN

USPTO

7/8/2011 12:47:58 PM PAGE 10/010

Fax Server

TO: ERIN O'BRIEN COMPANY: C/O COOLEY LLP

EXHIBIT C

Trademarks

Description	Serial / Registration Number	Registration / Application Date
Mark: Ancillary Advantage	3,487,282	08/19/2008

949794 v2/TIN