

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
Telematch, Inc.		04/30/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBC Bank (USA)		
Street Address:	134 N. Church Street		
City:	Rocky Mount		
State/Country:	NORTH CAROLINA		
Postal Code:	27804		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	73233806	TELEMATCH	
Serial Number:	74032247	REVERSEMATCH	
Serial Number:	74069168	ADDRESSMATCH	
Serial Number:	73704400	BIZMATCH	
Serial Number:	77640514	NUMOVERS EXPRESS TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	
Serial Number:	77640465	NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS.	
Serial Number:	77640542	NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW PATIENTS	
Registration Number:	3650958	TURNING NEW MOVERS AND NEW HOMEOWNERS INTO YOUR NEW MEMBERS	
Serial Number:	85207878	FMID	
Serial Number:	77640490	NUMOVERS ID	
Serial Number:	85207872	FARM MARKET ID	
Serial Number:	85043379	RELEVATE	

OP \$315.00 73233806

900198385

TRADEMARK
 REEL: 004594 FRAME: 0064

CORRESPONDENCE DATA

Fax Number: (919)783-1075

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

Phone: 919-783-2802

Email: johale@poyners.com

Correspondent Name: John W. O'Hale

Address Line 1: 301 Fayetteville St., Suite 1900

Address Line 4: Raleigh, NORTH CAROLINA 27608

NAME OF SUBMITTER:

Brian F. Corbett

Signature:

/Brian F. Corbett/

Date:

07/29/2011

Total Attachments: 7

source=7-29-11 TM Filing#page1.tif

source=7-29-11 TM Filing#page2.tif

source=7-29-11 TM Filing#page3.tif

source=7-29-11 TM Filing#page4.tif

source=7-29-11 TM Filing#page5.tif

source=7-29-11 TM Filing#page6.tif

source=7-29-11 TM Filing#page7.tif

Customer No. _____
Loan No. _____

RBC Bank

Intellectual Property Security Agreement (SD-L&S)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into, as of April 30, 2011, by **TELEMATCH, INC.**, a Delaware corporation ("Borrower"), with a mailing address of 6883 Commercial Drive, Springfield, Virginia 22159, to **RBC BANK (USA)**, a North Carolina banking corporation ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Amended and Restated Loan and Security Agreement dated May 11, 2009 by and between Bank and Borrower, as modified by that certain Modification Agreement dated as of October 13, 2009, that certain Modification Agreement dated as of May 19, 2010 and that certain Modification Agreement dated of even date herewith (as the same may be further amended, modified, extended, renewed, replaced and supplemented from time to time, collectively, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products 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.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, 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 rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by

Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

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

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its reasonable discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of such designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank reasonably may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's reasonable discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Borrower has caused this Intellectual Property Security Agreement to be executed under SEAL with authority duly obtained, as of the date first written above.

BORROWER:

TELEMATCH, INC.,
a Delaware corporation

By: [Signature] (SEAL)
Print Name: Margaret R. Kuman
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF Virginia

COUNTY OF Stafford

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Margaret R. Kuman, as Chief Executive Officer of Telematch, Inc.

Date: 7/12/11

Official Signature of Notary: [Signature]

Notary's Printed or Typed Name: Sharon E. Mumford, Notary Public 9/30/11

My Commission Expires: 9/30/11 # 121862

(Official Seal)

EXHIBIT A

COPYRIGHTS

Description

**Registration
Number**

**Registration
Date**

Telematch software
Bizmatch software

TXu000501239
TXu000501240

December 17, 1991
December 17, 1991

EXHIBIT B

PATENTS

Title

Application No.

Patent No.

Filing Date

None

EXHIBIT C

TRADEMARKS

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>
TELEMATCH	73-233,806	1,167,607	October 3, 1979
REVERSEMATCH	74-032,247	1,646,537	February 26, 1990
ADDRESSMATCH	74-069,168	1,641,510	June 14, 1990
BIZMATCH	73-704,400	1,504,253	January 7, 1988
NUMOVERS EXPRESS TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77-640,514	3,657,310	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW CUSTOMERS	77-640,465	3,654,205	December 29, 2008
NUMOVERS ID TURNING NEW MOVERS INTO YOUR NEW PATIENTS	77-640,542	3,654,210	December 29, 2008
TURNING NEW MOVERS AND NEW HOMEOWNERS INTO YOUR NEW MEMBERS	77-604,432	3,650,958	December 29, 2008
FMID	85-207,878	N/A	December 30, 2010
NUMOVERS ID	77-640,490	3,660,532	December 29, 2008
FARM MARKET ID	85-207,872	N/A	December 30, 2010
RELEVATE	85-043,379	N/A	May 20, 2010