

08/16/2011

Form PTO-1594 (Rev. 03-11)  
OMB Collection 0651-0027 (exp.



U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103630829

EET  
Y

RE

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):

ASCENTIUM CORPORATION

- Individual(s)
- General Partnership
- Corporation- State: Washington
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) 07/28/2011

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: BRIDGE BANK, NATIONAL ASSOCIATION

Internal Address:

Street Address: 55 Almaden Blvd., Suite 100

City: San Jose

State: CA

Country: USA Zip: 95113

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other National Assoc. Citizenship USA

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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3028535

Additional sheet(s) attached?  Yes  No

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

ASCENTIUM

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

Name: DLA Piper LLP (US)

Internal Address: Attn: Lisa Ortiz

Street Address: 4365 Executive Drive, Suite 1100

City: San Diego

State: CA Zip: 92121

Phone Number: (858) 677-1416

Fax Number: (858) 636-5016

Email Address: lisa.ortiz@dlapiper.com

6. Total number of applications and registrations involved:

5

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

\*The fee has already been collected for these assignments via deposit account.

Authorized to be charged to deposit account

Enclosed Fee OK

8. Payment Information:

\*The fee has already been collected for these assignments via deposit account.

Deposit Account Number

Authorized User Name

9. Signature:

Signature

8/12/11

Date

Lisa Ortiz

Name of Person Signing

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

8

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

Attachment to Trademarks Only Recordation Form Cover Sheet

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

<u>Trademark Registration Number:</u>	<u>Identification or Description of Trademark:</u>
3937870	THE EXPERIENCE AGENCY
3966769	A PURE THEORY OF MARKETING
3875499	A ASCENTUM
3638050	ART OF THE POSSIBLE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

08/01/2011  
 900198489

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
-------------------------	----------------

<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
------------------------------	-------------------

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ASCENTIUM CORPORATION		07/28/2011	CORPORATION: WASHINGTON

**RECEIVING PARTY DATA**

<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	National Banking Association:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3028535	ASCENTIUM
Registration Number:	3875499	A ASCENTIUM
Registration Number:	3966769	A PURE THEORY OF MARKETING
Serial Number:	85096842	THE EXPERIENCE AGENCY
Registration Number:	3638050	ART OF THE POSSIBLE

**CORRESPONDENCE DATA**

**Fax Number:** (858)638-5016  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
**Phone:** 8586771416  
**Email:** LISA.ORTIZ@DLAPIPER.COM  
**Correspondent Name:** DLA PIPER LLP (US)  
**Address Line 1:** ATTN: LISA ORTIZ  
**Address Line 2:** 4365 EXECUTIVE DRIVE, SUITE 1100  
**Address Line 4:** SAN DIEGO, CALIFORNIA 92121

<b>ATTORNEY DOCKET NUMBER:</b>	355157-000092
--------------------------------	---------------

CH \$140.00 3028535

NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	08/01/2011
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ASCENTIUM CORPORATION, ("Grantor") is made with reference to the Business Financing Agreement, dated as even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers

or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

***[Balance of Page Intentionally Left Blank]***

WEST223727954.1  
355157-000092

**TRADEMARK**  
**REEL: 004607 FRAME: 0888**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ASCENTIUM CORPORATION

By: *James Beede*  
Name: JAMES BEEDE  
Title: CFO

Address for Notices:

Attn: Steven Salta, President  
10500 NE Eighth Street, Ste. 1300  
Bellevue, WA 98004  
Tel: (425) 519-7733  
Fax: (425) 519-7701

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: *Sarah Schmidt*  
Name: Sarah Schmidt  
Title: vice president

Address for Notices:

Attn: Lee Shodiss  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

WEST223727954.1  
355157-000092

TRADEMARK  
REEL: 004607 FRAME: 0889

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

WEST223727954.1  
355157-000092



Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

Mark/Title:	U.S. Serial Number	U.S. Registration Number	UPTO Reference Number:	Filing Date
ASCENTIUM	78504471	3028535	A0010260	10/22/2004 (Filing Date)  12/13/2005 (Registration date)
Design (Stylized Letter "A")	77795893	3875499		8/3/2009 (Filing Date)  11/16/2010 (Registration date)
PURE THEORY OF MARKETING	77674721	3966769		2/20/2009 (Filing Date)  5/24/2011 (Registration date)
THE EXPERIENCE AGENCY	85096842	397870		7/30/10 (Filing Date)  3/29/2011 (Registration date)
ART OF THE POSSIBLE	77527907	3638050		7/22/2008 (Filing Date)  12/23/2008 (Registration date)

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 28, 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and ASCENTIUM CORPORATION, ("Grantor") is made with reference to the Business Financing Agreement, dated as even date herewith (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers

or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

**[Balance of Page Intentionally Left Blank]**

WEST223727854.1  
355157-000092

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ASCENTIUM CORPORATION

By: *James Beebe*  
Name: JAMES BEEBE  
Title: CFO

Address for Notices:  
Attn: Steven Salta, President  
10500 NE Eighth Street, Ste. 1300  
Bellevue, WA 98004  
Tel: (425) 519-7733  
Fax: (425) 519-7701

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: *Sarah Schmidt*  
Name: Sarah Schmidt  
Title: vice president

Address for Notices:  
Attn: Lee Shodiss  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8510

[Signature Page to Intellectual Property Security Agreement]

WEST223727954.1  
355157-000092

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

WEST\223727954.1  
355157-000092

Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

Mark/Title:	U.S. Serial Number	U.S. Registration Number	UPTO Reference Number:	Filing Date
ASCENTIUM	78504471	3028535	A0010260	10/22/2004 (Filing Date)  12/13/2005 (Registration date)
Design (Stylized Letter "A")	77795893	3875499		8/3/2009 (Filing Date)  11/16/2010 (Registration date)
PURE THEORY OF MARKETING	77674721	3966769		2/20/2009 (Filing Date)  5/24/2011 (Registration date)
THE EXPERIENCE AGENCY	85096842	397870		7/30/10 (Filing Date)  3/29/2011 (Registration date)
ART OF THE POSSIBLE	77527907	3638050		7/22/2008 (Filing Date)  12/23/2008 (Registration date)

EXHIBIT C  
PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>

WEST223727954.1  
355157-000092