

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
ICONOLOGY, INC.		09/02/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UNION BAY ICONOLOGY HOLDINGS, LLC		
Street Address:	1910 FAIRVIEW AVENUE EAST, SUITE 500		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3867827	COMIXOLOGY.COM	
Registration Number:	3673534	COMIXOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5016		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	374825-000008		
NAME OF SUBMITTER:	TROY ZANDER		
Signature:	/S/ TROY ZANDER		

CH \$65.00 3867827

Date:

09/02/2011

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is made as of September 2, 2011, by ICONOLOGY, INC., a Delaware corporation (the "*Company*"), in favor of UNION BAY ICONOLOGY HOLDINGS, LLC (the "*Investor*"). Capitalized terms used but not otherwise defined herein have the meanings given to them in that certain Investment Contract of even date herewith by and between the Company and the Investor (the "*Investment Contract*").

RECITALS

Investor and the Company have executed the Investment Contract that provides for, among other things, (a) the Investor to receive certain payments from the Company in consideration for its initial investment, generally from the Company's Cash Receipts, and (b) the execution and delivery of this Agreement for the purpose of granting the Investor a security interest in the Company's intellectual property.

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 Transaction Documents and all other agreements now existing or hereafter arising between the Company and the Investor, the Company hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Transaction Documents, the Company grants and pledges to the Investor a security interest in all of the Company's right, title and interest in, to and under its Collateral that constitutes intellectual property (including without limitation those registered 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 the Investor under the Transaction Documents. The rights and remedies of the Investor with respect to the security interest granted hereby are in addition to those set forth in the Transaction Documents, and those which are now or hereafter available to the Investor as a matter of law or equity. Each right, power and remedy of the Investor provided for herein or in the Transaction 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 the Investor of any one or more of the rights, powers or remedies provided for in this Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Investor, of any or all other rights, powers or remedies.

The Company represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which the Company 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.

At such time as the Company has made payments to the Investor under the Investment Contract in an aggregate amount greater than or equal to One Million Five Hundred Thousand Dollars (\$1,500,000), Investor shall be deemed to have released its security interest in the Intellectual Property, all rights therein shall revert to the Company and this Agreement shall be deemed to have been terminated. Investor agrees to execute and deliver, at the Company's cost, such termination and release documents as the Company may reasonably request with respect to such release.

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.

THE COMPANY:

ICONOLOGY, INC., a Delaware corporation

Address of the Company:

130 W. 36th St 5th Fl
New York NY 10018

By: 

Title: CEO

Attn: Chief Executive Officer

THE INVESTOR:

UNION BAY ICONOLOGY HOLDINGS, LLC, a Delaware limited liability company

Address of the Investor:

1910 Fairview Avenue East, Suite 500
Seattle, WA 98102

By: _____

Title: _____

Attn: _____

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.

At such time as the Company has made payments to the Investor under the Investment Contract in an aggregate amount greater than or equal to One Million Five Hundred Thousand Dollars (\$1,500,000), Investor shall be deemed to have released its security interest in the Intellectual Property, all rights therein shall revert to the Company and this Agreement shall be deemed to have been terminated. Investor agrees to execute and deliver, at the Company's cost, such termination and release documents as the Company may reasonably request with respect to such release.

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.

THE COMPANY:

Address of the Company:

ICONOLOGY, INC., a Delaware corporation

By: _____

Attn: Chief Executive Officer

Title: _____

THE INVESTOR:

Address of the Investor:

UNION BAY ICONOLOGY HOLDINGS, LLC, a
Delaware limited liability company

1910 Fairview Avenue East, Suite 500
Seattle, WA 98102

By: 

Attn: MANAGING DIRECTOR

Title: MANAGING DIRECTOR

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Systems, methods, and media for presenting panel-based electronic documents	12780838	5/14/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
COMIXOLOGY.COM	3867827	10/26/10
COMIXOLOGY	3673534	08/25/09