

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
SHERMANSTRAVEL MEDIA, LLC		06/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 ALMADEN BOULEVARD, SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3106829	SHERMANSTRAVEL.COM	
Registration Number:	3766534	SMART LUXURY	
Registration Number:	3342314	THE LUXE LIST	
Registration Number:	3365302	SHERMAN'S TRAVEL	
Registration Number:	3323029	SMART LUXURY VALUES	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5016		
Phone:	8586771416		
Email:	lisa.ortiz@dlapiper.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 EXECUTIVE DRIVE, SUITE 1100		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	355157-000080		

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NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	09/28/2011
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 June 13 2011, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SHERMANSTRAVEL MEDIA, LLC, ("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 registered 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 registered 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.

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

GRANTOR:

SHERMANSTRAVEL MEDIA, LLC

By: James H. Sherman

Name: James H. Sherman

Title: CEO & President

Address for Notices:

Attn: CEO

112 West 34th St, Suite 2110

New York, NY 10120

Tel: 212-417-9130

Fax: (212) 417-9131

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Lee A. Shodiss

Name: Lee A. Shodiss
Senior Vice President & Manager

Title: _____

Address for Notices:

Attn: Lee Shodiss

55 Almaden Blvd. Ste. 100

San Jose, CA 95113

Tel: (408) 423-8500

Fax: (408) 423-8510

[Signatures Page to Intellectual Property Security Agreement]

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EXHIBIT A
COPYRIGHTS

Please Check if No Registered 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>

Exhibit B
TRADEMARKS

Please Check if No Registered Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
SHERMANSTRAVEL.COM	78689479	3106829		07/13/05
SMART LUXURY	77757606	3768534		06/11/09
THE LUXE LIST	77169061	3342314		04/30/07
SHERMAN'S TRAVEL	77169007	3365302		04/30/07
SMART LUXURY VALUES	77095461	3323029		01/31/07

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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>

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