

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
LOCKERZ, INC.		10/13/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85077499	PLIXI	
Serial Number:	78691388	FRIENDS WITH BENEFITS	
Serial Number:	85189490	DECALZ	
Serial Number:	85389902		
Serial Number:	85389871		
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
Phone:	(415) 591-1000		
Email:	tsien@winston.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:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		

CH \$140.00 85077499

900204676

**TRADEMARK
 REEL: 004641 FRAME: 0883**

ATTORNEY DOCKET NUMBER:	250121.1 LOCKERZ
NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.
Signature:	/JOHN D. FREDERICKS, ESQ./
Date:	10/14/2011
Total Attachments: 5 source=Lockerz, Inc. - 1st_Amend_IP_Security_Agt_10-13-11#page1.tif source=Lockerz, Inc. - 1st_Amend_IP_Security_Agt_10-13-11#page2.tif source=Lockerz, Inc. - 1st_Amend_IP_Security_Agt_10-13-11#page3.tif source=Lockerz, Inc. - 1st_Amend_IP_Security_Agt_10-13-11#page4.tif source=Lockerz, Inc. - 1st_Amend_IP_Security_Agt_10-13-11#page5.tif	

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated October 13, 2011 by and between TriplePoint Capital LLC, a Delaware company and Lockerz, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Lockerz, Inc., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Lockerz, Inc.

B. The Parties entered into an Amended and Restated Plain English Growth Capital & Letter of Credit Loan and Security Agreement dated October 13, 2011 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of November 23, 2010 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.

⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: LOCKERZ, INC.

Signature:

Print Name:

Katly South

Title:

CEO

{Signature Page to 1st Amend. To IP Security Agt.}

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Lockerz, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

<u>PATENTS</u>		
Patent Name	Status and Date Issued	Patent Number
n/a		

<u>PATENT APPLICATIONS</u>		
Name	Status & Date Filed	Application Number
System and Method to Select the Buying Price of a Product	In process; filed 5/5/11	13/101,737
System and Method to Enable any Internet-Compatible Advertisement to be Fully Shareable to a Wide Variety of Social Media Networks and Platforms	Provisional patent application filed by third-party employer of inventors on or about December 6, 2010; Lockerz acquired asset from this third party effective July 6, 2011	61/459,120

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Lockerz, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS			
Name	Date Filed or Issued	Serial Number	Status
PLIXI	2/15/2011	85077499	Live
FRIENDS WITH BENEFITS	10/30/2007; assignment to Lockerz recorded 6/22/2011	78691388	Live
DECALZ	7/12/2011	85189490	Live

TRADEMARK APPLICATIONS			
Name	Date Filed	Serial Number	Status
+Stylized and/or Design (color claimed as a feature)	8/4/2011	85389902	In process
+Stylized and/or Design (color not claimed as a feature)	8/4/2011	85389871	In process