# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the spelling of a receiving party name previously recorded on Reel 004536 Frame 0321. Assignor(s) hereby confirms the Security Interest.	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Plum Choice, Inc.		05/03/2011	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Gold Hill Capital 2008, L.P.	
Street Address:	35 Braintree Hill Office Park	
Internal Address:	Suite 301	
City:	Braintree	
State/Country:	MASSACHUSETTS	
Postal Code:	02184	
Entity Type:	Association: UNITED STATES	

Name:	Eastward Capital Partners V, L.P.	
Street Address:	432 Cherry Street	
City:	West Newton	
State/Country:	MASSACHUSETTS	
Postal Code:	02465	
Entity Type:	Association: UNITED STATES	

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3605192	PLUMCHOICE
Registration Number:	3814978	SAFELINK
Registration Number:	3640585	THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE
Serial Number:	85299412	REINVENTING TECHNOLOGY CARE
Serial Number:	77933612	SERVICETECHZONE

CORRESPONDENCE DATA

TRADEMARK REEL: 004648 FRAME: 0821

900205601

 Fax Number:
 (302)636-5454

 Phone:
 800-927-9801 x2348

 Email:
 jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D	DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER: Jean Paterson	
Signature:	/jep/
Date:	10/26/2011
Total Attachments: 14 source=10-26-11 Plum Choice-TM#page1.tif source=10-26-11 Plum Choice-TM#page2.tif source=10-26-11 Plum Choice-TM#page3.tif source=10-26-11 Plum Choice-TM#page4.tif source=10-26-11 Plum Choice-TM#page5.tif source=10-26-11 Plum Choice-TM#page6.tif	
source=10-26-11 Plum Choice-TM#page7.tif source=10-26-11 Plum Choice-TM#page8.tif source=10-26-11 Plum Choice-TM#page9.tif source=10-26-11 Plum Choice-TM#page10.tif source=10-26-11 Plum Choice-TM#page11.tif source=10-26-11 Plum Choice-TM#page12.tif source=10-26-11 Plum Choice-TM#page13.tif source=10-26-11 Plum Choice-TM#page14.tif	



#### UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 09, 2011

PTAS CORPORATION SERVICE CO.- J. PATERSON 1090 VERMONT AVENUE NW, SUITE 430 WASHINGTON, DC 20005



UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 05/06/2011

REEL/FRAME: 004536/0321

NUMBER OF PAGES: 12

BRIEF: SECURITY INTEREST DOCKET NUMBER: 770113

ASSIGNOR:

PLUM CHOICE, INC.

DOC DATE: 05/03/2011 CITIZENSHIP: DELAWARE ENTITY: CORPORATION

ASSIGNEE:

GOLD HILL CAPITAL 2008, L.P.

CITIZENSHIP: UNITED STATES

35 BRAINTREE HILL OFFICE PARK

ENTITY: ASSOCIATION

SUITE 301

BRAINTREE, MASSACHUSETTS 02184

ASSIGNEE:

EASTWARD CAPITAL PARTNRES V, L.P.

CITIZENSHIP: UNITED STATES

432 CHERRY STREET

ENTITY: ASSOCIATION

WEST NEWTON, MASSACHUSETTS 02465

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

004536/0321 PAGE 2

SERIAL NUMBER: 85299412 FILING DATE: 04/19/2011

REGISTRATION NUMBER: ISSUE DATE:

MARK: REINVENTING TECHNOLOGY CARE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77933612 FILING DATE: 02/11/2010

REGISTRATION NUMBER: ISSUE DATE:

MARK: SERVICETECHZONE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

 SERIAL NUMBER: 77422677
 FILING DATE: 03/14/2008

 REGISTRATION NUMBER: 3605192
 ISSUE DATE: 04/14/2009

MARK: PLUMCHOICE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77357709 FILING DATE: 12/21/2007 REGISTRATION NUMBER: 3814978 ISSUE DATE: 07/06/2010

MARK: SAFELINK

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

SERIAL NUMBER: 77357714 FILING DATE: 12/21/2007 REGISTRATION NUMBER: 3640585 ISSUE DATE: 06/16/2009

MARK: THE ULTIMATE TECHNOLOGY SERVICE EXPERIEN

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

JOANN STEWART-WOOD, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1 05/06/2011 900191218

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	3 71
Plum Choice, Inc.		05/03/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Gold Hill Capital 2008, L.P.		
Street Address:	35 Braintree Hill Office Park		
Internal Address:	Suite 301		
City:	Braintree		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Association: UNITED STATES		

Name:	Eastward Capital Partnres V, L.P.	
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City:	West Newton	
State/Country:	MASSACHUSETTS	
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Entity Type:	Association: UNITED STATES	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3605192√	PLUMCHOICE
Registration Number:	3814978∨	SAFELINK
Registration Number:	3640585	THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE
Serial Number:	85299412	REINVENTING TECHNOLOGY CARE
Serial Number:	77933612V	SERVICETECHZONE

#### **CORRESPONDENCE DATA**

Fax Number: (302)636-5454

TRADEMARK REEL: 004648 FRAME: 0825

\$140.00 3605197

Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 800-927-9801 x2348 Email: jpaterso@cscinfo.com Correspondent Name: Corporation Service Co.- J. Paterson 1090 Vermont Avenue NW, Suite 430 Address Line 1: Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 ATTORNEY DOCKET NUMBER: 770113 NAME OF SUBMITTER: Jean Paterson Signature: /jep/ Date: 05/06/2011 Total Attachments: 10 source=5-6-11 Plum Choice-TM#page1.tif source=5-6-11 Plum Choice-TM#page2.tif source=5-6-11 Plum Choice-TM#page3.tif source=5-6-11 Plum Choice-TM#page4.tif source=5-6-11 Plum Choice-TM#page5.tif source=5-6-11 Plum Choice-TM#page6.tif source=5-6-11 Plum Choice-TM#page7.tif source=5-6-11 Plum Choice-TM#page8.tif source=5-6-11 Plum Choice-TM#page9.tif source=5-6-11 Plum Choice-TM#page10.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY		
To the Director of the U.S. Patent and Trademark Office: Plear	se record the attached documents or the new address(es) below.	
1. Name of conveying party(ies): Plum Choice Inc.	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  Name: Sold Hill Capital 2008, IP No	
Individual(s) Association General Partnership Limited Partnership Corporation- State: Other Citizenship (see guidelines) Additional names of conveying parties attached?  No  No  No  No  No  No  No  No  No  N	Internal Address: See affac ned Signature page Street Address: City: State: Country: Zip:	
Execution Date(s)	Limited Partnership Citizenship  Corporation Citizenship  Other  Citizenship  If assignee is not domiciled in the United States, a domestic	
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)	
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  Plase Set Exhibite  C. Identification or Description of Trademark(s) (and Filing	B. Trademark Registration No.(s)  PLUX DLL EXMINITE  Additional sheet(s) attached? Y Yes No	
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Corporation Service Company	6. Total number of applications and registrations involved:	
Internal Address: Suite 210	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$	
Street Address:1180 Avenue of the Americas	Authorized to be charged to deposit account Enclosed	
City:New York	8. Payment Information:	
State <sub>NY</sub> Zip: <u>10036</u> Phone Number: <u>212-299-5600</u>		
Fax Number: 212-299-5656	Deposit Account Number	
Email Address: ORDER#	Authorized User Name	
9. Signature: Signature	5/6/11 Date	
Name of Pérson Signing	Total number of pages including cover sheet, attachments, and document:	

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

#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 3, 2011, by and among, Gold Hill Capital 2008, L.P ("Gold Hill"), as agent (the "Agent"), the other Lenders, including without limitation, Gold Hill and Eastward Capital Partners V, L.P. ("Eastward") (Gold Hill and Eastward each individually, a "Lender" and collectively, the "Lenders") and PlumChoice, Inc. ("Grantor").

#### RECITALS

- A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lenders and Grantor dated May 3, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lenders a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lenders a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

#### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lenders a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

- 1. Any and all 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, including without limitation those set forth on <a href="Exhibit A">Exhibit A</a> attached hereto (collectively, the "Copyrights");
- 2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- 3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

- 4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");
- 5. Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit  $\underline{C}$  attached hereto (collectively, the "Trademarks");
- 6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- 7. Any and all claims for damages by way of past, present and future infringements 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;
- 8. All 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;
- 9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- 10. All 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.

This security interest is granted in conjunction with the security interest granted to Lenders under the Loan Agreement. The rights and remedies of Lenders with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lenders as a matter of law or equity. Each right, power and remedy of Lenders provided for herein or in the Loan Agreement or any of the Loan 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 Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lenders, of any or all other rights, powers or remedies.

[Signature page follows.]

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.

	GRANTOR:
Address of Grantor:	PLUMCHOICE, INC.
5 Federal Street Billerica, Massachusetts 01821 Attn: Kevin R. Phodes	By: De Roll Ritle: CFO
Address of Lender:	LENDERS:  GOLD HILL CAPITAL 2008, L.P., as Agent and as a Lender
35 Braintree Hill Office Park, Suite 301 Braintree, MA 02184 Attn: Mr. Dave Fischer	By:
Address of Lender:	EASTWARD CAPITAL PARTNERS V, L.P., as a Lender
432 Cherry Street West Newton, Massachusetts 02465	By:

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.

	GRANTOR:		
Address of Grantor:	PLUMCHOICE, INC.		
5 Federal Street	Ву:		
Billerica, Massachusetts 01821 Attn:	l'itle:		
	LENDERS:		
Address of Lender:	GOLD HILL CAPITAL 2008, L.P., as Agent and as a Lender		
35 Braintree Hill Office Park, Suite 301 Braintree, MA 02184	By:		
Atm: Mr Dave Fischer	Title:		
Address of Lender:	EASTWARD CAPITAL PARTNERS V. L.P., as a Lender		
	By: Eastward Capital Partners V GP, L.P., its General Partner		
	By: ECP V GP, LLC, its General Partner  By: Actual General Partner  Title: Hanaging Bember		
432 Cherry Street	By: Alfun Gos		
West Newton, Massachusetts 02465	Title: Hansging Hember		

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.

GRANTOR:

Address of Grantor:	PLUMCHOICE, INC.
5 Federal Street Billerica, Massachusetts 01821 Attn:	By:
Address of Lender:	LENDERS:  GOLD HILL CAPITAL 2008, L.P., as Agent and as a Lender
35 Braintree Hill Office Park, Suite 301 Braintree, MA 02184 Attn: Mr. Dave Fischer	By: Das Just
Address of Lender:	EASTWARD CAPITAL PARTNERS V, L.P., as a Lender
432 Cheтту Street West Newton, Massachusetts 02465	By:

# EXHIBIT A

Copyrights

None.

# EXHIBIT B

# Patents

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (Canada)	2693595	1/22/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20090018890	1/15/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20090125608	5/14/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	7676035	3/09/2010
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (U.S.)	20100138270	6/03/2010
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2009012087	1/22/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2009012087	5/14/2009
Systems and Methods for Hybrid Delivery of Remote and Local Technical Support via a Centralized Service (W.O)	2010039361	4/08/2010

# EXHIBIT C

# Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
REINVENTING TECHNOLOGY CARE (U.S Pending)	85299412 (Application Number)	4/19/2011
SERVICETECHZONE (U.S. – Published (Pending))	77933612 (Application Number)	2/11/2010
PLUMCHOICE (U.S.)	3605192 <i>/</i> 77422677	4/14/2009
SAFELINK (U.S.)	3814978/77357709	7/06/2010
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (U.S.)	3640585/77357714	6/16/2009
PLUMCHOICE (Canada - Pending)	TMA000000/1410711 00	1/08/2010
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (Canada – Pending)	TMA000000/1400627 00	4/09/2010
SAFELINK (Canada)	TMA770495/1400627 00	6/22/2010
PLUMCHOICE (Community Trademarks)	7203946/	6/10/2009
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE (Community Trademarks)	7004583	4/9/2009
SAFELINK (Community Trademarks)	7004302	1/27/2010

EXHIBIT D

Mask Works

None.

TRADEMARK REEL: 004648 FRAME: 0836

**RECORDED: 10/26/2011**