

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
Take Anywhere Technologies, Inc.		11/14/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as agent
Street Address:	135 S. LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85264571	PLAY FRIEND
Serial Number:	85291995	PLAY FRIEND
Serial Number:	85264589	PLAY FRIEND
Serial Number:	85264619	PLAY FRIEND
Serial Number:	85292012	TAKE ANYWHERE
Serial Number:	85264657	TAKE ANYWHERE
Serial Number:	85264641	TAKE ANYWHERE

CORRESPONDENCE DATA

Fax Number: (312)558-5700
 Phone: 312 558-6352
 Email: lkonrath@winston.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 2800

900207110

TRADEMARK
REEL: 004660 FRAME: 0715

CH \$190.00 85264571

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 1740.156

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 11/14/2011

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of November 14, 2011, between TAKE ANYWHERE TECHNOLOGIES, INC., a Delaware corporation (the "Grantor") and BANK OF AMERICA, N.A., as administrative agent (the "Administrative Agent").

This Agreement is executed pursuant to the terms of the Pledge and Security Agreement, dated as of March 25, 2011 and reaffirmed pursuant to that certain Reaffirmation Agreement dated as of the date hereof, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") executed by the Grantor, solely in its capacity as an Unrestricted Grantor (as defined therein) for purposes of Article V thereof, and the other parties thereto in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Pledge and Security Agreement.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to Article V of the Pledge and Security Agreement, to the Administrative Agent, for the ratable benefit of the Secured Parties, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) all of its Trademarks and Trademark Licenses, including, without limitation, those listed on Schedule A hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all rights, priorities and privileges relating to the foregoing, including all goodwill associated with any of the foregoing, and all rights to sue at law or in equity for any past, present or future infringement or other violation or impairment thereof, including the right to receive all proceeds and damages therefrom.

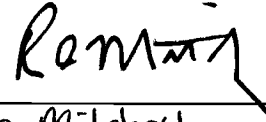
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

TAKE ANYWHERE TECHNOLOGIES, INC.,
as Grantor

By: _____



Name: Bruce Mitchell

Title: General Counsel, EVP, and Secretary

Agreed and Accepted as of
the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Christine Trotter
Name: Christine Trotter
Title: Assistant Vice President

[Signature Page to Take Anywhere Intellectual Property Security Agreement]

TRADEMARK
REEL: 004660 FRAME: 0719

Schedule A
to
Intellectual Property Security Agreement

TRADEMARKS

I. TRADEMARK REGISTRATIONS

Mark Registration No. Date

None.

II. TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILING DATE	CLASS
PLAY FRIEND	85264571	3/11/2011	9
PLAY FRIEND	85291995	4/11/2011	35
PLAY FRIEND	85264589	3/11/2011	38, 39
PLAY FRIEND	85264619	3/11/2011	42, 45
TAKE ANYWHERE	85292012	4/11/2011	35
TAKE ANYWHERE	85264657	3/11/2011	38, 39
TAKE ANYWHERE	85264641	3/11/2011	42, 45

III. TRADEMARK LICENSES

None