

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UpdateLogic, Inc.		08/30/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Core Capital Partners II-S, L.P.
Street Address:	1401 I Street, N.W.
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Core Capital Partners Fund II, L.P.
Street Address:	1401 I Street, N.W.
Internal Address:	Suite 1000
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77951158	SECURETV
Registration Number:	3263734	UPDATELOGIC
Registration Number:	3263735	UPDATETV

CORRESPONDENCE DATA

Fax Number: (703)760-7777  
 Phone: 703-760-7700

Email: trademark-dc@mofo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Hsiao-Ting Cheng

Address Line 1: 1650 Tysons Boulevard

Address Line 2: Suite 400

Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	66880-1
NAME OF SUBMITTER:	Daniel N. Max
Signature:	/Daniel N. Max/
Date:	12/28/2011

**Total Attachments: 7**

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## AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment") is entered into effective as of August 30, 2011, by and between (i) UpdateLogic, Inc., a Delaware corporation ("Debtor"), and (ii) Core Capital Partners II-S, L.P. and Core Capital Partners Fund II, L.P. (together, "Secured Party"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the May 2010 IP Security Agreement (as defined below and amended hereby).

WHEREAS, Debtor and Secured Party are parties to that certain Note and Warrant Purchase Agreement, dated as of May 21, 2010 (the "May 2010 Purchase Agreement"), pursuant to the terms thereunder Secured Party has lent amounts to Debtor;

WHEREAS, in connection with the May 21, 2010 loan transaction, Debtor and Secured Party entered into a Security Agreement, dated as of May 21, 2010, whereby Debtor granted Secured Party a first priority security interest in the Collateral (as defined therein) and an Intellectual Property Security Agreement, dated as of May 21, 2010 ("May 2010 IP Security Agreement"), whereby Debtor granted Secured Party a first priority security interest in all Intellectual Property;

WHEREAS, Debtor and Secured Party are parties to that certain Note and Warrant Purchase Agreement, dated as of October 7, 2010 (the "October 2010 Purchase Agreement"), pursuant to the terms thereunder Secured Party has lent amounts to Debtor at an initial closing on October 7, 2010 and at a subsequent closing on November 29, 2010;

WHEREAS, in connection with the initial closing of the October 7, 2010 loan transaction, Debtor and Secured Party entered into a Security Agreement, dated as of October 7, 2010, whereby Debtor granted Secured Party a first priority security interest in the Collateral (as defined therein) and an Intellectual Property Security Agreement, dated as of October 7, 2010 ("October 2010 IP Security Agreement"), whereby Debtor granted Secured Party a first priority security interest in all Intellectual Property;

WHEREAS, Debtor and Secured Party are parties to that certain Note Purchase Agreement, effective as of the date hereof (the "August 2011 Purchase Agreement"), pursuant to which Secured Party has agreed to lend amounts to Debtor and Debtor has agreed to amend and restate its prior obligations to Secured Party under certain demand promissory notes; and

WHEREAS, as a condition to consummating the transactions contemplated by the August 2011 Purchase Agreement, Debtor and Secured Party desire to modify and amend the May 2010 IP Security Agreement to include Debtor's obligations with respect to the October 2010 Purchase Agreement and the August 2011 Purchase Agreement in Debtor's grant to Secured Party of a continuing first priority security interest in the Intellectual Property (as defined in the May 2010 IP Security Agreement), as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises, representations and conditions contained herein, the parties hereby agree as follows:

1. Amendment.

(a) Schedule 1 and Schedule 2 to the May 2010 IP Security Agreement are hereby deleted in their entirety and the attached Schedule 1 and Schedule 2 to this Amendment are inserted in lieu thereof.

(b) "Transaction Documents" shall mean the Transaction Documents as defined in the May 2010 Purchase Agreement, October 2010 Purchase Agreement and August 2011 Purchase Agreement, as any such documents are amended by this Amendment and as may be further amended and restated from time to time.

2. Representations and Warranties; Covenants. By executing this Amendment, Debtor represents and warrants that (a) the representations and warranties contained in the May 2010 IP Security Agreement are true and correct as of the date hereof, (b) no Event of Default has occurred and is continuing, except as otherwise waived by or disclosed to Secured Party in writing, and (c) Debtor is in compliance with all covenants set forth in the May 2010 IP Security Agreement.

3. Effect. This Amendment constitutes the entire amendment to the May 2010 IP Security Agreement and shall not constitute a modification, extension, acceptance or waiver of any other provision of the May 2010 IP Security Agreement or any rights or claims thereunder. Except as specified herein, the parties hereby ratify and affirm each of the other provisions of the May 2010 IP Security Agreement. In the event of a conflict between any provision of the May 2010 IP Security Agreement and any provision of this Amendment, such provision of this Amendment shall control.

4. Prior Agreement. The May 2010 IP Security Agreement as amended by this Amendment together supersede the October 2010 IP Security Agreement.

5. Successors and Assigns. All of the terms and provisions of this Amendment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns and no other persons shall have any rights herein.

6. Governing Law. This Amendment and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles thereof relating to conflicts of law or choice of law.

7. Recitals. The recitals are confirmed by the parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Amendment.

8. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed will be deemed an original, and all of which together will constitute one and the same instrument.

9. Headings. The headings and captions used in this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.


[Signatures appear on following page(s).]

IN WITNESS WHEREOF, Debtor and Secured Party have caused this Amendment to Intellectual Property Security Agreement to be duly executed by its officers, thereunto duly authorized as of the date first above written.

DEBTOR:

UpdateLogic, Inc.

By: \_\_\_\_\_

  
Kurt Thielen, Chief Executive Officer

Address:

UpdateLogic, Inc.  
2 Willow Street  
Fayville, Massachusetts 01745  
Facsimile: 508.624.8686

SECURED PARTY:

Core Capital Partners II-S, L.P.

By: \_\_\_\_\_

Name:

Title:

Address:

1401 I Street, NW, Suite 1000  
Washington, DC 20005  
Facsimile: 202.589.0091

Core Capital Partners Fund II, L.P.

By: \_\_\_\_\_

Name:

Title:

Address:

1401 I Street, NW, Suite 1000  
Washington, DC 20005  
Facsimile: 202.589.0091

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DEBTOR:

UpdateLogic, Inc.

By: \_\_\_\_\_  
Kurt Thielen, Chief Executive Officer

Address:

UpdateLogic, Inc.  
2 Willow Street  
Fayville, Massachusetts 01745  
Facsimile: 508.624.8686

SECURED PARTY:

Core Capital Partners II-S, L.P.

By: \_\_\_\_\_  
Name: THOMAS WHEELER  
Title: MANAGING DIRECTOR

Address:

1401 I Street, NW, Suite 1000  
Washington, DC 20005  
Facsimile: 202.589.0091

Core Capital Partners Fund II, L.P.

By: \_\_\_\_\_  
Name: THOMAS WHEELER  
Title: MANAGING DIRECTOR

Address:

1401 I Street, NW, Suite 1000  
Washington, DC 20005  
Facsimile: 202.589.0091

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration Date and Number</u>
UPDATELOGIC	July 10, 2007; Reg. No. 3,263,734
UPDATE TV	July 10, 2007; Reg. No. 3,263,735

<u>Trademark Application</u>	<u>Filing Date and Serial Number</u>
SECURETV	March 4, 2010; Serial No. 77951158

SCHEDULE B

Patents and Patent Applications

Title: Methods and Apparatus for Updating Digital Television Firmware

Serial Number: PCT/US07/68574

Filing Date: May 9, 2007

Reference: UPDL-001PC



SCHEDULE C

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None.