

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
TRADEONE MARKETING, INC.		12/22/2011	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	DEERPATH FUNDING, LP		
Composed Of:	COMPOSED OF Deerpath Funding General Partner, Inc., A Delaware Corporation		
Street Address:	405 Lexington Avenue, 71st Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10174		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3408641	TRADEONE	
CORRESPONDENCE DATA			
Fax Number:	(713)226-6398		
Phone:	713-226-6615		
Email:	patmail@porterhedges.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:	Timothy S. Westby		
Address Line 1:	1000 Main Street		
Address Line 2:	36th Floor		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	010997-0032		
NAME OF SUBMITTER:	Timothy S. Westby		
Signature:	/Timothy S. Westby/		

CH \$40.00 3408641

Date:

01/20/2012

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2011 (the "*Agreement*"), between TRADEONE MARKETING, INC., a Texas corporation (the "*Debtor*"), and DEERPATH FUNDING, LP, a Delaware limited partnership ("*Deerpath*"), as administrative agent and collateral agent (in such capacities, "*Secured Party*") for the ratable benefit of the Lenders (defined below).

WITNESSETH:

WHEREAS, on the date hereof, CENTIV HOLDING COMPANY, a Delaware corporation ("*Holdings*"), CENTIV SERVICES CORP., a Delaware corporation formerly known as Centiv Acquisition Company (the "*Company*"), and (effective after the consummation of the TradeOne Acquisition on the date hereof) Debtor are entering into that certain First Amendment (the "*First Amendment*") to the Loan Agreement dated as of September 6, 2011 (as amended by the First Amendment and as further amended, restated or supplemented from time to time, the "*Loan Agreement*"), by and among Holdings, the Company, Debtor and the other borrowers from time to time party thereto, as borrowers ("*Borrowers*"), the lenders from time to time party thereto, as lenders (collectively, the "*Lenders*"), and Deerpath, as administrative agent and collateral agent for itself and the other Lenders;

WHEREAS, Borrowers are parties to that certain Security Agreement dated as of September 6, 2011 (as amended, restated, or supplemented from time to time, the "*Security Agreement*"), among Borrowers and Secured Party, pursuant to which Borrowers granted a first-priority lien and security interest in all of all or substantially all of their assets to Secured Party;

WHEREAS, as a condition precedent to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the IP Collateral (defined below); and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the respective meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment, performance and observance of the Obligation, Debtor does hereby mortgage, pledge

and grant to Secured Party, for the ratable benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “*IP Collateral*”), whether now or hereafter owned, acquired, existing or arising:

- (a) all of its patents, patent applications, and patent licenses to which it is a party, including those referred to on *Schedule 1* hereto;
- (b) all of its trademarks, trademark applications, and any related licenses to which it is a party, including those referred to on *Schedule 1* hereto;
- (c) all reissues, continuations or extensions of the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the IP Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment and satisfaction in full of the Obligation (other than unasserted contingent obligations) and the termination of all commitments of Lenders, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the IP Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the IP Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signatures Appear on Following Pages]

Schedule 1
to
Patent and Trademark Security Agreement

US TRADEMARKS

Trademark	Registration Number	Owner of Record	Registration Date
TradeOne	3408641	TradeOne Marketing, Inc. (Texas Corporation)	April 8, 2008

STATE TRADEMARKS

None

FOREIGN TRADEMARKS

None

PATENTS

None

COPYRIGHTS

None

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]