

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
The Corporate Marketplace, Inc.		01/04/2012	CORPORATION: RHODE ISLAND

RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85037924	
Serial Number:	77538104	THE CORPORATE MARKETPLACE
Serial Number:	77317571	TCMPI
Serial Number:	77144984	THE PRIVATE STORE

CORRESPONDENCE DATA	
Fax Number:	(858)638-5130
Phone:	858-638-6730
Email:	susan.reynolds@dlapiper.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:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive, Suite 1100
Address Line 2:	Attention: Susan Reynolds
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-115
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CH \$115.00 85037924

NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander
Date:	02/13/2012
Total Attachments: 7 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif source=IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 4, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and THE CORPORATE MARKETPLACE, INC., ("Grantor") is made with reference to the Loan and Security Agreement, dated as of January 4, 2012 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement,

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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

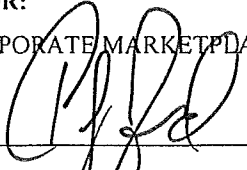
So long as no Event of Default has occurred and is continuing, and until such time as Lender exercises its rights hereunder and the Loan Agreement with respect to any such Event of Default, Grantor shall possess and own all right, title and interest in and to all such Intellectual Property Collateral (subject to the security interest granted to Lender hereunder), and may develop, use, exploit, license, enforce its rights in, and otherwise deal with such Intellectual Property Collateral in such manner as Grantor determines in its discretion.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

THE CORPORATE MARKETPLACE, INC.

By: 

Name: CHRISTOPHER J. CRAWFORD

Title: CEO

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Ted Crane, CFO
1130 Ten Rod Road
North Kingston, RI 02852
Fax: (401) 267-0078

Address for Notices:

Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

THE CORPORATE MARKETPLACE, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Ted Crane, CFO
1130 Ten Rod Road
North Kingston, RI 02852
Fax: (401) 267-0078

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By: Mike Field

Name: Mike Field

Title: Vice President

Address for Notices:

Attn: Mike Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

Exhibit B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Design Mark	85037924	3897337		5/13/10
THE CORPORATE MARKETPLACE	77538104	3552371		8/4/08
TCMPi	77317571	3755207		10/31/07
THE PRIVATE STORE	77144984	3304946		3/30/07

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>