

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
IQNavigator, Inc.		02/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	380 Interlocken Crescent		
Internal Address:	Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3253528	IQNAVIGATOR	
Registration Number:	3082305	IQNAVIGATOR	
Registration Number:	2795232	IQNAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	(302)636-5454		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.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:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	98692		
NAME OF SUBMITTER:	Jean Paterson		

CH \$90.00 3253528

Signature:	/jep/
Date:	02/16/2012
Total Attachments: 9 source=2-16-12 IQNavigator-TM#page1.tif source=2-16-12 IQNavigator-TM#page2.tif source=2-16-12 IQNavigator-TM#page3.tif source=2-16-12 IQNavigator-TM#page4.tif source=2-16-12 IQNavigator-TM#page5.tif source=2-16-12 IQNavigator-TM#page6.tif source=2-16-12 IQNavigator-TM#page7.tif source=2-16-12 IQNavigator-TM#page8.tif source=2-16-12 IQNavigator-TM#page9.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

IQNAVIGATOR, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DELAWARE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) FEBRUARY 16, 2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SILICON VALLEY BANK

Internal Address: _____

Address: SUITE 600

Street Address: 380 INTERLOCKEN CRESCENT

City: BROOMFIELD

State: COLORADO

Country: UNITED STATES Zip: 80021

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CALIFORNIA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
 SEE ATTACHED EXHIBIT C

B. Trademark Registration No.(s)
 SEE ATTACHED EXHIBIT C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CORPORATION SERVICE COMPANY

Internal Address: _____

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

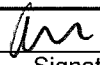
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

FEBRUARY 16, 2012

Date

ANDREW NASH

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

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 February 16, 2012 by and between **SILICON VALLEY BANK** a California corporation with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("**Bank**"), and (ii) **IQNAVIGATOR, INC.**, a Delaware corporation ("**Grantor**"), with a principal place of business located at 6465 Greenwood Plaza Blvd., Suite 800, Centennial, Colorado 80111.

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to, among others, Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof, by and among Bank and, among others, Grantor (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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 (as defined in the Loan Agreement).

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

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

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 Exhibit 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 Exhibit B 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 (but excluding any “intent to use” trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office), and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit 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.

B. If any Intellectual Property Collateral is sold, transferred or otherwise disposed of by Grantor in a transaction permitted by the terms of the Loan Agreement (and subject to any consent of Lender required in connection therewith under the Loan Agreement), then Bank, at the request and sole expense of Grantor, shall promptly execute and deliver to Grantor any releases or other documents and take such other actions reasonably necessary for the release of the liens and security interest created hereby or by any other Loan Document on such sold, transferred or otherwise disposed of Intellectual Property Collateral. This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 the Bank as a matter of law or equity. Each right, power and remedy of Bank 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 the Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

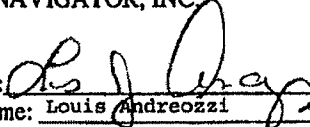
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

6465 Greenwood Plaza Boulevard,
Suite 800
Centennial, Colorado 80111
Attn: Mr. Ed Gould

IQNAVIGATOR, INC

By: 
Name: Louis Andreozzi
Title: President, Secretary and Chief Executive Officer

BANK:

Address of Bank:

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Josh Dorsey

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

IQNAVIGATOR, INC.

6465 Greenwood Plaza Boulevard,
Suite 800
Centennial, Colorado 80111
Attn: Mr. Ed Gould

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
380 Interlocken Crescent, Suite 600
Broomfield, Colorado 80021
Attn: Mr. Josh Dorsey

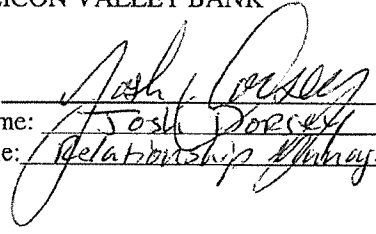
By: 
Name: Josh Dorsey
Title: Relationship Manager

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
System and method for matching human resources to human resources needs	US8015048B2	September 6, 2011
System and method for matching human resources to human resource needs	US7457764B1	November 25, 2008

Patent Applications

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Application - Method and apparatuses for annotating information	61/440,161	February 7, 2011
Application - Graphical user interface for a vendor management system	29/375,903	September 29, 2010

EXHIBIT C

Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date:</u>	<u>Owner</u>
IQNAVIGATOR	3,253,528	6/19/2007	IQNavigator, Inc.
IQNAVIGATOR	3,082,305	4/18/2006	IQNavigator, Inc.
IQNAVIGATOR	2,795,232	12/16/2003	IQNavigator, Inc.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.