900214972 02/16/2012

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
8THBRIDGE, INC.	FORMERLY Alvenda, Inc.	02/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77905808	GIFTFEED
Serial Number:	77883316	WISHFEED
Registration Number:	3743258	ALVENDA
Serial Number:	85180125	8THBRIDGE
Serial Number:	85504192	SHOPPABLE STORY
Serial Number:	85504172	SHOPPABLE STORIES

CORRESPONDENCE DATA

Fax Number: (858)550-6420 Phone: 858-550-6403

Email: erin.obrien@cooley.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley LLP
Address Line 2: 4401 Eastgate Mall

Address Line 4: San Diego, CALIFORNIA 92121

TRADEMARK

REEL: 004718 FRAME: 0749

CH \$165.00 77905808

ATTORNEY DOCKET NUMBER:	194491-1331 8THBRIDGE
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/16/2012
Total Attachments: 6 source=8thbridge ipsa 0216#page1.tif source=8thbridge ipsa 0216#page2.tif source=8thbridge ipsa 0216#page3.tif source=8thbridge ipsa 0216#page4.tif source=8thbridge ipsa 0216#page5.tif source=8thbridge ipsa 0216#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of February 16, 2012 (the "Effective Date") by and between **SILICON VALLEY BANK** ("Bank") and **8THBRIDGE**, **INC.**, a Delaware corporation formerly known as Alvenda, Inc. ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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 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.

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

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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 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 Bank of any one or more of the rights, powers or remedies provided for in this 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.

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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:	8THBRIDGE, INC.
110 North 5 th Street, Suite 420 Minneapolis, MN 55403	By:
Attn: Wade Gerten	
	BANK:
Address of Bank:	SILICON VALLEY BANK
3003 Tasman Drive	P.
	Ву:
Santa Clara, CA 95054-1191	Title:

EXHIBIT A

COPYRIGHTS

	Description	Registration Number	Registration Date
None			

Ехнівіт В

PATENTS

	Patent /	Issue /
	Application	Application
Description	Number	Date

None

1001510 v1/HN

EXHIBIT C

TRADEMARKS

Description	Registration/Serial Number	Registration/ Application Date
GIFTFEED	77/905,808	01/06/10
WISHFEED	77/883,316	12/01/09
ALVENDA	3,743,258	01/26/10
8THBRIDGE	85/180,125	11/18/10
SHOPPABLE STORY	85/504,192	12/27/11
SHOPPABLE STORIES	85/504,172	12/27/11

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EXHIBIT D

MASK WORKS

	Registration/	Registration/
	Application	Application
Description	Number	Date

None

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RECORDED: 02/16/2012