

## 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
Second Rotation, Inc.		04/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hercules Technology III, LP		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3715706	SECOND ROTATION	
Registration Number:	3900210	GAZELLE	
Registration Number:	3900214	GAZELLE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	305866-188 SECOND ROTATIO		
NAME OF SUBMITTER:	C. Rhem		

Signature:	/CR/
Date:	04/25/2012
Total Attachments: 9 source=Second Rotation IPSA#page1.tif source=Second Rotation IPSA#page2.tif source=Second Rotation IPSA#page3.tif source=Second Rotation IPSA#page4.tif source=Second Rotation IPSA#page5.tif source=Second Rotation IPSA#page6.tif source=Second Rotation IPSA#page7.tif source=Second Rotation IPSA#page8.tif source=Second Rotation IPSA#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 25, 2012 by and between HERCULES TECHNOLOGY III, LP ("Lender") and SECOND ROTATION, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated as of April 25, 2012 (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).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender 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 and Trademarks listed on Schedules A, B and C 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 Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

Address of Grantor:

Second Rotation, Inc.  
25 Thomson Place, 3<sup>rd</sup> Floor  
Boston, MA 02210  
Attn: Chief Financial Officer

GRANTOR:

SECOND ROTATION, INC.

By: 

Title: CFO

Address of Lender:

Hercules Technology III, LP  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY III, LP

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

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

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.

Address of Grantor:

Second Rotation, Inc.  
25 Thomson Place, 3<sup>rd</sup> Floor  
Boston, MA 02210  
Attn: \_\_\_\_\_

GRANTOR:

SECOND ROTATION, INC.

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

Title: \_\_\_\_\_

Address of Lender:

Hercules Technology III, LP  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Attn: Loan Documentation

LENDER:

HERCULES TECHNOLOGY III, LP

By: Hercules Technology SBIC Management, LLC, its  
General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

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

Title: K. Nicholas Maritsch  
Associate General Counsel

[Signature page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 004764 FRAME: 0822

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

See Attached

SECOND ROTATION PATENT APPLICATION STATUS REPORT

Updated March 6, 2012

SUMMARY:  
1 Pending US Patent Application

<u>Docket No.</u>	<u>Second Rotation Reference</u>	<u>Title</u>	<u>Inventors</u>	<u>Filing Date Application No.</u>
94785-010300/PRO	SR1 Merchandising Platform (SR1)	Systems and Methods for Trading-In and Selling Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert Buffone Robert J. McCarthy Norbert P.J. Gilbert Israel Y. Ganot John M. Garron, Jr.	Filed 9/22/06 U.S.S.N. 60/846,488
94785-010301/US	SR1 Merchandising Platform (SR1)	Systems and Methods for Trading-In and Selling Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert Buffone Robert J. McCarthy Norbert PJ Gilbert Israel Y. Ganot John M. Garron, Jr.	Filed 9/21/07 U.S.S.N. 11/903,394
94785-010400/PRO	Dynamic Pricing Guide (DPG)	Systems and Methods for Determining Market Price of Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers	Filed 9/22/06 U.S.S.N. 60/846,487
94785-010401/US	Dynamic Pricing Guide (DPG)	Systems and Methods for Determining Market Price of Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert J. McCarthy Israel Y. Ganot	Filed 9/21/07 U.S.S.N. 11/903,216

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<u>Docket No.</u>	<u>Second Rotation Reference</u>	<u>Title</u>	<u>Inventors</u>	<u>Filing Date Application No.</u>
94785-010500/PRO	Automated Merchandising Agent (AMA)	Systems and Methods for Determining Markets to Sell Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers	Filed 9/22/06 U.S.S.N. 60/846,778
94785-010501/US	Automated Merchandising Agent (AMA)	Systems and Methods for Determining Markets to Sell Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert J. McCarthy Israel Y. Ganot	Filed 9/21/07 U.S.S.N. 11/903,255
94785-010600/PRO	Product Profiler (PP)	Systems and Methods for Aggregating and Presenting Merchandise Information	James P. McElhiney Rousseau Aurelien Shari D. Silvers	Filed 9/22/06 U.S.S.N. 60/846,776
94785-010601/US	Product Profiler (PP)	Systems and Methods for Aggregating and Presenting Merchandise Information	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert J. McCarthy Israel Y. Ganot	Filed 9/21/07 U.S.S.N. 11/903,239
94785-010700/PRO	Smart Syndicator (SS)	Systems and Methods for Syndicating Electronic Commerce Listings of Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers	Filed 9/22/06 U.S.S.N. 60/846,777

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REEL: 004764 FRAME: 0826

<u>Docket No.</u>	<u>Second Rotation Reference</u>	<u>Title</u>	<u>Inventors</u>	<u>Filing Date Application No.</u>
94785-010701/US	Smart Syndicator (SS)	Systems and Methods for Syndicating Electronic Commerce Listings of Merchandise	James P. McElhiney Rousseau Aurelien Shari D. Silvers Robert J. McCarthy Israel Y. Ganot	Filed 9/21/07 U.S.N. 11/903,217

EXHIBIT C

Trademarks

Second Rotation has 3 registered US. trademarks:

- (1) SECOND ROTATION (Registration No. 3,715,706)
- (2) GAZELLE (Registration No. 3,900,210) and
- (3) GAZELLE and Design (Registration No. 3,900,214).