

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 |
| Promo Labs, LLC | | 05/04/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Partners for Growth III, L.P. | | |
| Street Address: | 150 Pacific Avenue | | |
| City: | Mill Valley | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94941 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4055868 | PROMO LABS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4157385371 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 415-381-3283 | | |
| Email: | ben@greenspan-law.com | | |
| Correspondent Name: | Benjamin Greenspan | | |
| Address Line 1: | 620 Laguna Rd | | |
| Address Line 4: | Mill Valley, CALIFORNIA 94111 | | |
| ATTORNEY DOCKET NUMBER: | PFG3-BOUNDLESS | | |
| NAME OF SUBMITTER: | Benjamin Greenspan | | |
| Signature: | /bg2/ | | |

Date:

05/07/2012

Total Attachments: 3

source=trademark collateral agreemen boundless#page1.tif

source=trademark collateral agreemen boundless#page2.tif

source=trademark collateral agreemen boundless#page3.tif

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 4, 2012, is between each of Boundless Network, Inc., a Delaware corporation, and Promo Labs, LLC, a Texas limited liability company, each with its principal place of business at 200 E. 6th Street, Suite 300, Austin, TX 78701 (individually and collectively, jointly and severally "Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated May 4, 2012, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated May 4, 2012, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Boundless Network, Inc.

By Jason R. Broadhead
~~President or Chief Executive Officer~~
Chief Financial Officer

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

Assignor:

PROMO LAB, LLC

By Jason R. Broadhead
Boundless Network, Inc., its Manager
Name: Jason R. Broadhead
Title: ~~President or Chief Executive Officer~~
Financial

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of May 4, 2012, is between each of Boundless Network, Inc., a Delaware corporation, and Promo Labs, LLC, a Texas limited liability company, each with its principal place of business at 200 E. 6th Street, Suite 300, Austin, TX 78701 (individually and collectively, jointly and severally "Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated May 4, 2012, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated May 4, 2012, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.


Assignor:

Boundless Network, Inc.

By _____
President or Chief Executive Officer

Assignee:

PARTNERS FOR GROWTH III, L.P.

By 
Name: Andrew Kahn

Title: Manager, Partners for Growth III, LLC
Its General Partner

Assignor:

PROMO LAB, LLC

By _____
Boundless Network, Inc., its Manager

Name: _____

Title: President or Chief Executive Officer

EXHIBIT 1

**Boundless Network, Inc.
Promo Labs, LLC**

Trademark Schedule

| Serial Number - Registration Number | Date | Mark | Owner |
|--|-------------|------------------------------------|-------------------------|
| 77235563 - 3503741 | 9/23/2008 | Boundless Network | Boundless Network, Inc. |
| 77235567 - 3503742 | 9/23/2008 | Boundless Network | Boundless Network, Inc. |
| 77235562 - 3668157 | 8/18/2009 | Brandforge | Boundless Network, Inc. |
| 77240141 - 3659780 | 7/28/2009 | Brandforge Piggy- backed Buying | Boundless Network, Inc. |
| 85278631 - 4055868 | 11/15/2011 | Promo Labs | Promo Labs, LLC |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |