

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
LSF Network, Inc.	FORMERLY LuckySurf.com, Inc.	03/08/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bridge Bank, National Association
Street Address:	55 Almaden Blvd., Suite 100
Internal Address:	Attn: Mike Field
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Bank: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78942837	
Serial Number:	78942831	ATTRACT. ENGAGE. CONVERT.
Serial Number:	78738963	MRBIGSHOP MIGHTY BIG. MIGHTY EASY.
Serial Number:	78730391	UN REAL
Serial Number:	78730018	UNREAL
Serial Number:	78729954	MRBIGSHOP
Serial Number:	78729962	MIGHTY BIG. MIGHTY EASY.
Serial Number:	78729992	UNREAL MARKETING
Serial Number:	78976526	LSF NETWORK
Serial Number:	77073813	EVISIBILITY

CORRESPONDENCE DATA

Fax Number: 6504283901

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

*via US Mail.*

Phone: 650-428-3900  
Email: lcraft@gcalaw.com  
Correspondent Name: Lisa E. Craft, Sr. Corporate Paralegal  
Address Line 1: 1891 Landings Drive  
Address Line 2: c/o GCA Law Partners LLP  
Address Line 4: Mountain View, CALIFORNIA 94043

NAME OF SUBMITTER:	Laura Blakely, Esq.
Signature:	/s/ Laura Blakely
Date:	05/17/2012
Total Attachments: 5 source=IP Agreement - LSF#page1.tif source=IP Agreement - LSF#page2.tif source=IP Agreement - LSF#page3.tif source=IP Agreement - LSF#page4.tif source=IP Agreement - LSF#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 8, 2012, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and LSF NETWORK, INC. ("Grantor"), is made with reference to the Loan and Security Agreement, dated as of March 8, 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.

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

**GRANTOR:**

LSF NETWORK, INC.

By: 

Name: Daniel Laury

Title: CEO

Address for Notices:

Attn: Daniel Laury  
720 Market Street, Suite 600  
San Francisco, CA 94102  
Fax: (650) 624-5412

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: 

Name: Michael Celermeier

Title: SVP

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 X

<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 Only	78/942837	3,407,259		8/2/06
ATTRACT.E NGAGE.CON VERT	78/942831	3,309,942		8/2/06
MRBIGSHOP MIGHTYBIG. MIGHTYEAS Y. (and Design)	78/738963	3,145,391		10/24/05
UN REAL (and Design)	78/730391	3,215,089		10/11/05
UNREAL	78/730018	3,212,581		10/10/05
MRBIGSHOP	78/729954	3,139,075		10/10/05
MIGHTY BIG. MIGHTY EASY	78/729962	3,141,894		10/10/05
UNREAL MARKETING	78/729992	3,212,579		10/10/05
LSF NETWORK	78/976526	3,056,584		1/23/04
eVisibility	77073813	3,433,916		5/27/08

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>
Enhanced auction mechanism for online transactions	7,058,602	09/642078		6/6/06
Enhanced online game mechanism	6,676,521	09/642196		1/13/04
System and method for enhanced online transactions using shopping games	6,565,442	09/885719		5/20/03
System and method for enhanced online transactions using shopping games	6,468,159	09/643890		10/22/02

\*application filed under former name of Luckysurf.com