

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
Credo Reference Ltd.	FORMERLY Xrefer Ltd.	06/29/2012	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Bridge Bank, National Association		
Street Address:	55 Almaden Boulevard		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3872366	SMART RESEARCH STARTS HERE	
Registration Number:	3515086	CREDO	
CORRESPONDENCE DATA			
Fax Number:	6173506878		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6173506800		
Email:	trademarks@gesmer.com		
Correspondent Name:	Susan M. Mulholland/GESMER UPDEGROVE LLP		
Address Line 1:	40 Broad Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	003163-CREDO		
NAME OF SUBMITTER:	Susan M. Mulholland		
Signature:	/sm mulholland/		

CH \$65.00 3872366

Date:

06/29/2012

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2012 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank") and CREDO REFERENCE, LTD. ("Grantor") is made with reference to the Guaranty, dated as of the date herein (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

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 Bank 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"):

(a) 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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) all 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 Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) all 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.

Notwithstanding the foregoing, the Intellectual Property also does not include any of the following: (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such transfer is unenforceable under applicable law); provided, however, that upon termination of such prohibition, such interest shall immediately become Intellectual Property without any action by Grantor or Bank.

The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

(Remainder of the page is blank. Signatures appear on the following page.)

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

GRANTOR:

CREDO REFERENCE, INC.

BANK:

BRIDGE BANK, NATIONAL
ASSOCIATION

By: C. Michael Sweet
Name: C. Michael Sweet
Title: President

By: _____
Name: Christopher Perkins
Title: Vice President

Address for Notices:

Attn: C. Michael Sweet
201 South Street, 4th Floor
Boston, Massachusetts 02111
Tel: (617) 292-6100
Fax: (617) 292-6100

Address for Notices:

Attn: Michael Field
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681


(Credo Signature Page to IP Security Agreement – Borrower – June 2012)

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

GRANTOR:
CREDO REFERENCE, INC.

BANK:
BRIDGE BANK, NATIONAL
ASSOCIATION

By: _____
Name: C. Michael Sweet
Title: President

By:  _____
Name: Christian Perkins
Title: Vice President

Address for Notices:
Attn: C. Michael Sweet
201 South Street, 4th Floor
Boston, Massachusetts 02111
Tel: (617) 292-6100
Fax: (617) 292-6100

Address for Notices:
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Tel: (408) 556-6501
Fax: (408) 282-1681

(Credo Signature Page to IP Security Agreement – Borrower – June 2012)

EXHIBIT A
REGISTERED COPYRIGHTS

None.

EXHIBIT B

REGISTERED TRADEMARKS AND PENDING TRADEMARK APPLICATIONS

Mark	Jurisdiction	Reg. No.	Reg. Date	Status	Owner of Record
SMART RESEARCH STARTS HERE	US	3,872,366	11/09/2010	Registered	Credo Reference Limited
CREDO	US	3,515,086	10/14/2008	Registered	Credo Reference Limited
CREDO	Community Trade Marks	6835599	07/07/2011	Registered	Credo Reference Limited

EXHIBIT C

ISSUED AND PUBLISHED ~~ENDING~~ PATENTS

None.