

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
MamaSource, Inc.
410 Sherman Avenue, Suite 200
Palo Alto, CA 94306

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: DE
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **Silicon Valley Bank**

Internal Address:

Street Address: **3003 Tasman Drive**

City: **Santa Clara**
State: **CA**
Country: **USA**
Zip: **95054**

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship : United States, CA
 Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **July 24, 2012**

Assignment Merger
 Security Agreement Change of Name
 Other :

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
77696179	3908665
	3321201

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **3**


7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers **1640**
Expiration Date **10/13**

b. Deposit Account Number
Authorized User Name

9. Signature: 
Signature: **Joseph D Borgman**
Name of Person Signing

Date: **7-27-12**

Total number of pages including cover sheet, attachments, and document:

OP \$90.00 77696179

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Date by and between SILICON VALLEY BANK ("Bank") and MAMASOURCE, INC. ("Grantor").

RECITALS

A. Bank has made certain advances of money and extend certain financial accommodation to Grantor (the "Loan") 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). Under the Loan Agreement, Grantor has granted 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 (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.

TRADEMARK

REEL: 004831 FRAME: 0181

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:

410 Sherman Avenue, Suite 200
Palo Alto, CA 94306
Attn: Marc West, CEO

GRANTOR:

MAMASOURCE, INC.

By: Marc West 

Title: CEO, Mamasource, Inc

Address of Bank:

3003 Tasman Drive - Mail Sort HF272
Santa Clara, California 95054
Attn: Ballet Eliasnia

BANK:

SILICON VALLEY BANK

By: 

Title: *Advisor III*

EXHIBIT A

Copyrights

Description

None

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

None

**Registration/
Application
Number**

**Registration/
Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Mamapedia, the wisdom of moms	3908665	January 18, 2011
Mamapedia	77696179	March 20, 2009
Mamasource	3321201	October 24, 2006

EXHIBIT D

Mask Works

Description

**Registration/
Application
Number**

**Registration/
Application
Date**