

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
REVIONICS, INC.		08/14/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
Street Address:	300 West Sixth Street		
Internal Address:	Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3078911	REVIONICS	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Nam H. Huynh		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	023854.0137		
NAME OF SUBMITTER:	Nam H. Huynh		
Signature:	/Nam H. Huynh/		

OP \$40.00 3078911

Date:

08/17/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 14, 2012 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**") and REVIONICS, INC., a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT


To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

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.

BORROWER:

REVIONICS, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____


Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 
Name: Ross Cockrell
Title: Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MARKET-BASED PRICE OPTIMIZATION SYSTEM	US 7,853,473	12/14/2010
PRICE OPTIMIZATION SYSTEM AND PROCESS FOR RECOMMENDING PRODUCT PRICE CHANGES	US 8,234,225	7/31/2012
SYSTEM AND METHODS FOR BUY AND HOLD PRICING	Pending Serial No. 13/157,159	6/9/2011
Space-Aware Pricing	Pending Serial No. 61/551,082	10/25/2011
TRANSLATION OF DATA ACCORDING TO A TEMPLATE	US 6,363,337	3/26/2002
CREATION OF VISUAL COMPOSITION OF PRODUCT IMAGES	Pending Serial No. 11/772,252	10/28/2010
SUB-PAGE-BASED PAGE LAYOUT SYSTEM AND METHOD THEREOF	Pending Serial No. 12/393,098	2/26/2009
TIERED PRICE FORECASTING	Pending Serial No. 61/544,085	10/07/2011
DYNAMIC STORE CLUSTERING FOR MARKDOWN	Pending Serial No. 61/644,075	10/07/2011

SCHEDULE C
Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
Revionics (wordmark)	3,078,911	4/11/2006