

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--------------------------------|--|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IT XCHANGE CORP. | | 10/11/2012 | CORPORATION: NORTH CAROLINA |
| RECEIVING PARTY DATA | | | |
| Name: | CALLIDUS CAPITAL CORPORATION | | |
| Street Address: | 77 King Street West | | |
| Internal Address: | Suite 4320 | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | MK5 1K2 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3295227 | VERNON COMPUTER SOURCE FLEXIBILITY. GUARANTEED | |
| Registration Number: | 3830850 | PARTSTOCK COMPUTER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3134968453 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 313-496-8466 | | |
| Email: | dford@millercanfield.com | | |
| Correspondent Name: | David J. Ford, Miller Canfield | | |
| Address Line 1: | 150 West Jefferson | | |
| Address Line 2: | Suite 2500 | | |
| Address Line 4: | Detroit, MICHIGAN 48226 | | |
| ATTORNEY DOCKET NUMBER: | 144132-00006 | | |
| DOMESTIC REPRESENTATIVE | | | |

CH \$65.00 3295227

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David J. Ford

Signature:

/david j ford/

Date:

10/12/2012

Total Attachments: 3

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GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, ITXCHANGE CORP., a North Carolina corporation ("Grantor"), grants to CALLIDUS CAPITAL CORPORATION ("Lender") a security interest in and all of Grantor's right, title and interest in and to the following whether existing now or later or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. (a) All trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, including those listed on Exhibit A attached hereto, and (b) all goodwill connected with the use of and symbolized by such marks; *provided* that the grant of security interest shall not include any trademark, service mark or other application for registration that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such trademark, service mark or other application for registration.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security and Pledge Agreement dated October 11, 2012, as may be amended and/or supplemented from time to time ("Security Agreement") made by and among Grantor, Xchange Technology Group LLC, a Delaware limited liability company, ITXchange Financial Services LLC, a Delaware limited liability company, BlueRange Technology Corp., a Delaware corporation and PartStock Computer LLC, a Delaware limited liability company, and Lender for the purposes of security as provided in the Security Agreement. Grantor and Lender acknowledge and affirm that the rights, privileges and remedies of Lender with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[Signature Page Follows]

[Signature Page – Grant of Security Interest in Trademarks (US)]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of
OCTOBER 11, 2012.

Principal Place of Business:

9241 Globe Center Drive, Suite 100
Morrisville, NC 27560

Grantor: IT XCHANGE CORP., a North Carolina
corporation

By: 

Name: JEFF MCFARLANE

Title: PRESIDENT

EXHIBIT A

U.S. TRADEMARKS

| Trademark | Reg. No. / Serial No. |
|---|-----------------------|
| VERNON COMPUTER SOURCE FLEXIBILITY. GUARANTEED & design | 3295227 |
| PARTSTOCK COMPUTER | 3830850 |

20,542,901.2/44132-00006