

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY


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

<p>1. Name of conveying party(ies): Eved LLC 224 N. Desplaines Street, Suite 650 Chicago, IL 60664</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State: DE <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Additional name(s) of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: Silicon Valley Bank</p> <p>Internal Address:</p> <p>Street Address: 3003 Tasman Drive</p> <p>City: Santa Clara State: CA Country: USA Zip: 95054</p> <p><input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship : United States, California <input type="checkbox"/> Other Citizenship</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance/ Execution Date(s):</p> <p>Execution Date(s): 10/29/2012</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other :</p>	

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)
	2963377
	4164379

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):	Additional sheets attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: UCC Direct Services</p> <p>Internal Address: Attn: 14080632</p> <p>Street Address: 187 Wolf Road, Suite 101</p> <p>City: Albany State: NY ZIP: 12205</p> <p>Phone Number: 1-800-342-3676 X 4065</p> <p>Fax Number: 1-800-962-7049</p> <p>Email Address: cls-udsalbany@wolterskluwer.com</p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 85.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment information:</p> <p>a. Credit Card Last 4 Numbers 1646 Expiration Date 1/01/13</p> <p>b. Deposit Account Number Authorized User Name</p>
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<p>9. Signature.  _____ Joseph D. Borgman Name of Person Signing</p>	<p>_____ 10-30-12 Date</p> <p>Total number of pages including cover sheet, attachments, and document:</p>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

OP \$65.00 296337

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and EVED LLC ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant 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, but excluding any intent-to-use trademark applications prior to the filing of a verified statement of use with respect thereto with the U.S. Patent and Trademark Office.

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.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers hereunto duly authorized as of the first date written above.

Address of Grantor:

224 N Desplaines Suite 650
Chicago, IL 60661

Attn: _____

GRANTOR:

EVED LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

Address of Bank:

230 West Monroe, Suite 720
Chicago, IL 60606

Attn: Mark Neri

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:

224 N Desplaines Suite 650
Chicago, IL 60661

Attn: _____

GRANTOR:

EVED LLC

By: _____

Title: _____

Address of Bank:

230 West Monroe, Suite 720
Chicago, IL 60606

Attn: Mark Nerl

BANK:

SILICON VALLEY BANK

By: William Zalar

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEMS AND METHODS FOR MANAGING EVENTS	12974977	12/21/2010

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EVED	2963377	08/21/2005
EVED (name for operating online marketplace for buyers and sellers of goods and/or services)	4164379	06/26/2012

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE