

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
PEERLESS NETWORK, INC.		11/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PEERLESS NETWORK, INC.		
Street Address:	406 BLACKWELL STREET SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3399296	PEERLESS NETWORK	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Square 1 Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Lee Conner		
Signature:	/leeconner-vlf/		
Date:	12/05/2012		

CH \$40.00 3399296

**Total Attachments: 7**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of November 30, 2012 by and between **SQUARE 1 BANK**, as collateral agent for the Lenders (as defined in the Amended and Restated Loan and Security Agreement referred to below) (in such capacity, the "**Collateral Agent**") and **PEERLESS NETWORK, INC.**, a Delaware corporation ("**Grantor**"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement dated as of May 24, 2010 (the "**Original IP Agreement**").

### RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Lenders and Grantor dated as of November 30, 2012 (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).

B. Lenders are willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Collateral Agent, for the benefit of Lenders, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Collateral Agent, for the benefit of Lenders, 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 and all other agreements now existing or hereafter arising between Grantor and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lenders and Grantor, Grantor grants and pledges to Collateral Agent, for the benefit of Lenders, 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 and Trademarks listed on Exhibits A, B and C 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 (collectively, "**Intellectual Property Collateral**").

This security interest is granted in conjunction with the security interest granted to Collateral Agent, for the benefit of Lenders, under the Loan Agreement. The rights and remedies of Collateral Agent 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 Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Amended and Restated 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 Collateral Agent, of any or all other rights, powers or remedies. This Agreement is intended to and does completely amend and restate, without novation, the Original IP Agreement. All security interests granted by Borrower under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

*[Signature page follows]*

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

**GRANTOR:**

Address of Grantor:

**PEERLESS NETWORK, INC.**

222 S. Riverside Plaza, Suite 2730  
Chicago, IL 60606

By: John Barnicle

Title: PRESIDENT & CEO

**COLLATERAL AGENT:**

Address of Collateral Agent:

**SQUARE 1 BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page To Amended and Restated Intellectual Property Security Agreement]*

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

**GRANTOR:**

Address of Grantor:

**PEERLESS NETWORK, INC.**

222 S. Riverside Plaza, Suite 2730  
Chicago, IL 60606

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COLLATERAL AGENT:**

Address of Collateral Agent:

**SQUARE 1 BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By:  \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page To Amended and Restated Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE		

**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Registration OR Serial Number</b>	<b>Registration OR Filing Date</b>
System and methods of providing multi-homed tandem access	8275112	9/25/12
System and method of providing communication service using a private packet network backbone exchange	8284765	10/9/12



**EXHIBIT C**

**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
PEERLESS NETWORK	3,399,296	March 18, 2008

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