

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
ETOUCHES, INC.		09/16/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SQUARE 1 BANK
Street Address:	406 BLACKWELL STREET SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85590699	ESELECT
Serial Number:	85590691	EBOOTH
Serial Number:	85588837	ESOCIAL
Serial Number:	85588522	EREG
Serial Number:	85588505	ECRUIT
Serial Number:	85590693	ESCAN
Serial Number:	85588846	ESEATING
Serial Number:	85660070	EMOBILE
Serial Number:	85588814	EBUDGET
Serial Number:	85588827	EWIKI
Serial Number:	85588566	ESCHEDULER
Serial Number:	85588556	EPROJECT
Serial Number:	85588547	EMARKETING
Serial Number:	85588540	ESURVEY

CH \$390.00 85590699

Serial Number:

85588535

EHOME

CORRESPONDENCE DATA

Fax Number: 9193541278

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

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:

12/27/2012

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 16, 2011 by and between SQUARE 1 BANK ("*Bank*") and ETOUCHES, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 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 and all other agreements now existing or hereafter arising between Grantor and Bank, 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 Bank and Grantor, 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 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 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.

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



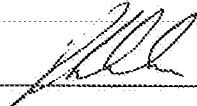
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ETOUCHES, INC.

13 Marshall Street
Norwalk, CT 06854

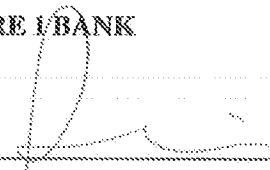
By: 
Name: PETER KIHARA
Title: CFO

BANK:

Address of Bank:

SQUARE 1 BANK

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

By: 
Name: Basil Kuznik
Title: All-Venture Banking

square 1 bank



EXHIBIT A
COPYRIGHTS

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

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EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration OR Serial Number</u>	<u>Registration OR Filing Date</u>
NONE		

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
eSelect	85590699	04-05-2012
eBooth	85590691	04-05-2012
eSocial	85588837	04-05-2012
eReg	85588522	04-05-2012
eCruit	85588505	04-05-2012
eScan	85590693	04-05-2012
eSeating	85588846	04-05-2012
emobile	85660070	06-25-2012
eBudget	85588814	04-04-2012
eWiki	85588827	04-04-2012
eScheduler	85588566	04-04-2012
eProject	85588556	04-04-2012
eMarketing	85588547	04-04-2012
eSurvey	85588540	04-04-2012
eHome	85588535	04-04-2012