

**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
I.T. XCHANGE INC.		11/02/2012	CORPORATION: ONTARIO
RECEIVING PARTY DATA			
Name:	TRIANGLE CAPITAL CORPORATION		
Street Address:	3700 Glenwood Avenue, Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2405552	I.T. XCHANGE	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street, Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.34		
NAME OF SUBMITTER:	Grace S. Collins		
Signature:	/s/ Grace S. Collins		
Date:	01/03/2013		
Total Attachments: 3 source=TCAP - I.T. Xchange Inc. Grant of Security Interest in Trademarks#page1.tif source=TCAP - I.T. Xchange Inc. Grant of Security Interest in Trademarks#page2.tif source=TCAP - I.T. Xchange Inc. Grant of Security Interest in Trademarks#page3.tif			

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**THE RIGHTS AND LIENS GRANTED HEREUNDER ARE SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF BY AND AMONG TRIANGLE CAPITAL CORPORATION, CALLIDUS CAPITAL CORPORATION AND THE BORROWERS (AS DEFINED THEREIN).**

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is acknowledged, I.T. XCHANGE INC., an Ontario corporation (“Grantor”), grants to TRIANGLE 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, 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 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 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 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 November 2, 2012, as may be amended and/or supplemented from time to time (“Security Agreement”) made by and among Grantor and BlueRange Technology Inc., an Ontario corporation, 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 November 2, 2012.

Principal Place of Business:

2590 Sheridan Garden Drive  
Oakville, ON L6J 7R2

Grantor:

I.T. XCHANGE INC., an Ontario corporation

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

Name: \_\_\_\_\_

  
JEFF MCFARLANE  
PRESIDENT

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

EXHIBIT A

**U.S. TRADEMARKS**

Trademark	Reg. No. / Serial No.
I.T. XCHANGE & design	2405552