

## 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
MOTIONSOF, INC.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.		
Street Address:	300 WEST SIXTH STREET		
Internal Address:	SUITE 2300		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3093132	ECLUBLOGIC	
Registration Number:	3524883	IDEAS IMPLEMENTED	
Registration Number:	3581436	MOTIONSOF	
Registration Number:	4083378	GET THEM. KEEP THEM. KNOW THEM.	
Registration Number:	4070583	SELF-SERVICE IS THE NEW FULL-SERVICE!	
CORRESPONDENCE DATA			
Fax Number:	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-758-1500		
Email:	shernandez@pattonboggs.com		
Correspondent Name:	Margaret Carter		
Address Line 1:	2000 McKinney Avenue, Suite 1700		
Address Line 2:	Patton Boggs LLP		
Address Line 4:	Dallas, TEXAS 75201		

OP \$140.00 3093132

ATTORNEY DOCKET NUMBER:	023854.0143
NAME OF SUBMITTER:	Margaret Carter
Signature:	/Margaret Carter/
Date:	01/11/2013
Total Attachments: 6 source=[Motionsoft] IP Security Agreement EXECUTED#page1.tif source=[Motionsoft] IP Security Agreement EXECUTED#page2.tif source=[Motionsoft] IP Security Agreement EXECUTED#page3.tif source=[Motionsoft] IP Security Agreement EXECUTED#page4.tif source=[Motionsoft] IP Security Agreement EXECUTED#page5.tif source=[Motionsoft] IP Security Agreement EXECUTED#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 20, 2012, by and between Escalate Capital Partners SBIC I, L.P. ("**Lender**") and MOTIONSOFT, INC., a Delaware corporation ("**Borrower**").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[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.

Address of Borrower:

1801 Rockville Pike  
Suite 110  
Rockville, Maryland 20852

**BORROWER:**

MOTIONSFT, INC.,  
a Delaware corporation

By: 

Name: Tim Bender

Title: Chief Financial Officer

Address of Lender:

300 West Sixth Street  
Suite 2300  
Austin, Texas 78701

**LENDER:**

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,  
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,  
its general partner

By: 

Name: Ross Cockrell  
Title: Member

SCHEDULE A  
Copyrights

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



SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
eClubLogic	3093132	05/16/2006
IDEAS IMPLEMENTED	3524883	03/17/2007
MOTIONSOF	3581436	02/24/2009
Get Them. Keep Them. Know Them	4083378	05/27/2011
SELF-SERVICE IS THE NEW FULL-SERVICE	4070583	12/31/2011