

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
Portu-Sunberg Marketing, LLC		12/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	12695 Metcalf Ave.		
Internal Address:	Attn: Judson Stanion		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66213		
Entity Type:	Bank & Trust: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3979494	RETELL	
CORRESPONDENCE DATA			
Fax Number:	3142592020		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	BRYAN CAVE LLP		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 4:	St.Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0344783		
NAME OF SUBMITTER:	Daniel A. Crowe		
Signature:	/Daniel A. Crowe/		

CH \$40.00 3979494

Date:

01/29/2013

Total Attachments: 7

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, PORTU-SUNBERG MARKETING, LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, ENTERPRISE BANK & TRUST (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Loan Agreement, dated as of December 31, 2012, among the Grantor, Portu-Sunberg Marketing Canada, LLC, a Minnesota limited liability company ("**PSM Canada**"), Retell Partners, LLC, a Minnesota limited liability company ("**Retell**", together with Grantor and PSM Canada, collectively, the "**Borrower**") and the Grantee (as amended from time to time, the "**Loan Agreement**") and the Security Agreement dated as of December 31, 2012, between the Borrower and Grantee (as amended from time to time, the "**Security Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all proceeds of the Marks and/or Patents, (iv) all of the goodwill of the businesses with which the Marks and/or Patents are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Loan Agreement) of the Grantor and shall be effective as of the date of the Loan Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

PORTU-SUNBERG MARKETING, LLC,
a Delaware limited liability company

By: David J. Raffel
Name: David J. Raffel
Title: Chief Financial Officer

GRANTEE:

ENTERPRISE BANK & TRUST

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Loan Agreement.

GRANTOR:

PORTU-SUNBERG MARKETING, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

ENTERPRISE BANK & TRUST

By: *J. Stanier*
Name: Judson Stanier
Title: VP

STATE OF Minnesota)
)
COUNTY OF Hennepin)

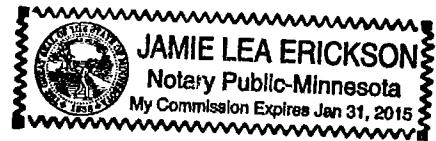
On this 21st day of December, 2012, before me personally came David J. Raffel, to me known, who, being by me duly sworn did depose and say that he is the Chief Financial Officer of PORTU-SUNBERG MARKETING, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public

My Commission Expires: 1-31-2015



STATE OF _____)
)
COUNTY OF _____)

On this ____ day of December __, 2012, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of ENTERPRISE BANK & TRUST, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of December, 2012, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is the _____ of PORTU-SUNBERG MARKETING, LLC, a Delaware limited liability company, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
)
COUNTY OF JOHNSON)

On this 28th day of December —, 2012, before me personally came JUDSON STANION, to me known, who, being by me duly sworn did depose and say that he is a VICE PRESIDENT of ENTERPRISE BANK & TRUST, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sarah J. Sherrill
Notary Public

My Commission Expires: 5/24/2014



Schedule A - Trademarks

Country	Trademark	Registration #	Issue Date	Owner
USA	Retell (Standard Character Mark)	3979494	June 21, 2010	Portu-Sunberg Marketing, LLC

Schedule B – Patents

Country	Patent Title	Patent #/ (Application #)	Issue Date/ (File Date)	Owner
None.				