

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
New Media Gateway, LLC		03/12/2013	LIMITED LIABILITY COMPANY: DELAWARE
SimpleView, LLC		03/12/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	2400 Hanover Street
City:	Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	Banking corporation: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3591929	SIMPLEVIEW
Registration Number:	3713796	DESTINATION TRAVEL NETWORK
Registration Number:	3284068	NEW MEDIA GATEWAY

CORRESPONDENCE DATA

Fax Number: 2149813400
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

CH \$90.00 3591929

ATTORNEY DOCKET NUMBER:	51285-32180
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	03/12/2013
Total Attachments: 7 source=SVB_SimpleView - EXECUTED IP Security Agreement#page1.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page2.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page3.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page4.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page5.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page6.tif source=SVB_SimpleView - EXECUTED IP Security Agreement#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 12, 2013 by and between SILICON VALLEY BANK ("Bank") NEW MEDIA GATEWAY, LLC and SIMPLEVIEW, LLC (each a "Grantor" and collectively as "Grantors").

RECITALS

A. Contemporaneous herewith, Grantor and Bank are entering into that certain Loan and Security Agreement (as the same may hereafter from time to time be further amended, modified, supplemented, extended or restated, the "Loan Agreement") by and among Bank, SIMPLEVIEW INTERMEDIATE HOLDINGS LLC, and SIMPLEVIEW LLC, pursuant to which Bank has agreed to make credit extensions available to Grantor pursuant to the terms of the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

B. 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, including certain Copyrights, Trademarks and Patents (except to the extent constituting Excluded Collateral), to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules A, B, and C hereto) except to the extent constituting Excluded Collateral, 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, the "Intellectual Property Collateral").

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement and the other Loan Documents. 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.

California law governs this Intellectual Property Security Agreement without regard to principles of conflicts of law.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement.

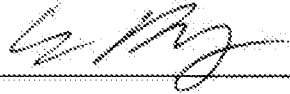
IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank
Hayden Ferry Lakeside I
80 E. Rio Salado Parkway, Suite 600
Tempe, AZ 85281
Attn: Dax Williamson

By:  _____

Name: Eric R. Long

Title: Sr. Relationship Manager

IN WITNESS WHEREOF, the parties have cause 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:

Simpleview LLC
7458 N. La Cholla Blvd., Suite #100
Tucson, Arizona 85741
Attn: Ryan M. George

SIMPLEVIEW LLC

By: 

Name: Ryan M. George

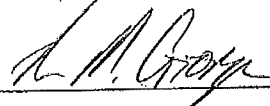
Title: Chief Executive Officer

GRANTOR:

Address of Grantor:

New Media Gateway LLC
7458 N. La Cholla Blvd., Suite #100
Tucson, Arizona 85741
Attn: Ryan M. George

NEW MEDIA GATEWAY LLC

By: 

Name: Ryan M. George

Title: Chief Executive Officer

SIGNATURE PAGE TO IP SECURITY AGREEMENT

TRADEMARK
REEL: 004980 FRAME: 0193

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Owner	Mark	Serial No.	Reg. No.	Date Filed	Date Registered
simpleview LLC	SIMPLEVIEW	77-155,558	3,591,929	04/12/07	03/17/09
simpleview LLC	DESTINATION TRAVEL NETWORK	77-355,097	3,713,796	12/18/07	11/24/09
New Media Gateway LLC	NEW MEDIA GATEWAY	76-977,870	3,284,068	11/22/01	08/28/07