

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHTHOUSE PRACTICE MANAGEMENT GROUP, INC.		04/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	3974579	LIGHTHOUSE
Registration Number:	3712586	PLZ

CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1100 G Street NW, Suite 420
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F144168
NAME OF SUBMITTER:	ANDREW NASH

OP \$65.00 3974579

Signature:	/ANDREW NASH/
Date:	04/03/2013
Total Attachments: 8 source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page2.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page3.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page4.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page5.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page6.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page7.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page8.tif source=Lighthouse Practice Management Group, Inc. - Trademark IPSA#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 2, 2013, by and between SILICON VALLEY BANK ("Bank") and LIGHTHOUSE PRACTICE MANAGEMENT GROUP, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, Yodle, Inc. and Profitfuel Inc. (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Yodle, Inc. dated as of May 22, 2007, as amended by a First Loan Modification Agreement by and between Bank and Yodle, Inc. dated as of July 18, 2008, as amended by a Second Loan Modification Agreement by and between Bank and Yodle, Inc. dated as of April 23, 2009, as amended by a Third Loan Modification Agreement by and between Bank and Yodle, Inc. dated as of October 27, 2010, as amended by a Fourth Loan Modification Agreement by and between Bank and Yodle, Inc. dated as of May 23, 2011, as further amended by a Joinder and Fifth Loan Modification Agreement by and among Bank, Profitfuel, Inc., and Yodle, Inc., dated as of September 29, 2011, as further amended by a Sixth Loan Modification Agreement by and among Bank, Profitfuel, Inc., and Yodle, Inc., dated as of May 9, 2012, as further amended by a Seventh Loan Modification Agreement by and among Bank, Profitfuel, Inc., and Yodle, Inc., dated as of September 4, 2012, and as further amended by a Joinder Agreement by and among Bank, Profitfuel, Inc., Yodle, Inc., and Grantor dated as of even date hereof (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). Bank is willing to make the Loans to Grantor, Yodle, Inc., and Profitfuel, Inc., but only upon the condition, among others, that Grantor and Yodle, Inc. shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor and Yodle, Inc. under 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.

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 and Yodle, Inc.'s obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its and Yodle, Inc.'s 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof,

whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software (other than open source, publicly available or over the counter software) and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that are owned by Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use entered into by Grantor as licensor any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

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:

4955 Alton Tucker Blvd., Suites 300
Sugar Hill, GA 30518

Attn: Legal Department

LIGHTHOUSE PRACTICE
MANAGEMENT GROUP, INC.

By: 

Title: Treasurer

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____

Title: _____

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:

4955 Alton Tucker Blvd., Suites 300
Sugar Hill, GA 30518

Attn: Legal Department

LIGHTHOUSE PRACTICE
MANAGEMENT GROUP, INC.

By: _____

Title: Treasurer

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: AR Phil

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Use of the word "Lighthouse" in connection with "Consulting services in the field of dental practice management."	Registration #3974579	Registration Date: June 7, 2011
Use of the word "PLZ" in connection with "Telecommunications by e-mail" and "Hosting an online community website featuring dental practice management."	Registration #3712586	Registration Date: November 17, 2009

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

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