

## 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
Edatanetworks Inc.		03/08/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Alberta Treasury Branches		
Street Address:	3699-63 Avenue SW		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T3J 0G7		
Entity Type:	Crown corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3599701	ACM	
Serial Number:	77536060		
Serial Number:	77536082	NETWORK OF GIVING	
Serial Number:	77536092	NETWORK OF GIVING	
Serial Number:	77788205	CLICK2SALE	
Serial Number:	77788300	CLICK2SALE	
Serial Number:	77536106		
Serial Number:	77536133	PURE	
Serial Number:	77536120	PURE	
Serial Number:	77886011	AUTOMATED MARKETING MANAGER	
Serial Number:	77886014	AMM AUTOMATED MARKETING MANAGER	
Serial Number:	77886008	SURVIEW	
CORRESPONDENCE DATA			

OP \$315.00 3599701

Fax Number: 3128767934  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312.876.2837  
Email: trademarks.us@dentons.com, tara.sliva@dentons.com,  
danielle.perkins@dentons.com  
Correspondent Name: Tara Reedy Sliva  
Address Line 1: P.O. Box #061080  
Address Line 2: Wacker Drive Station, Willis Tower  
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	20004479-0002
-------------------------	---------------

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Tara Reedy Sliva
--------------------	------------------

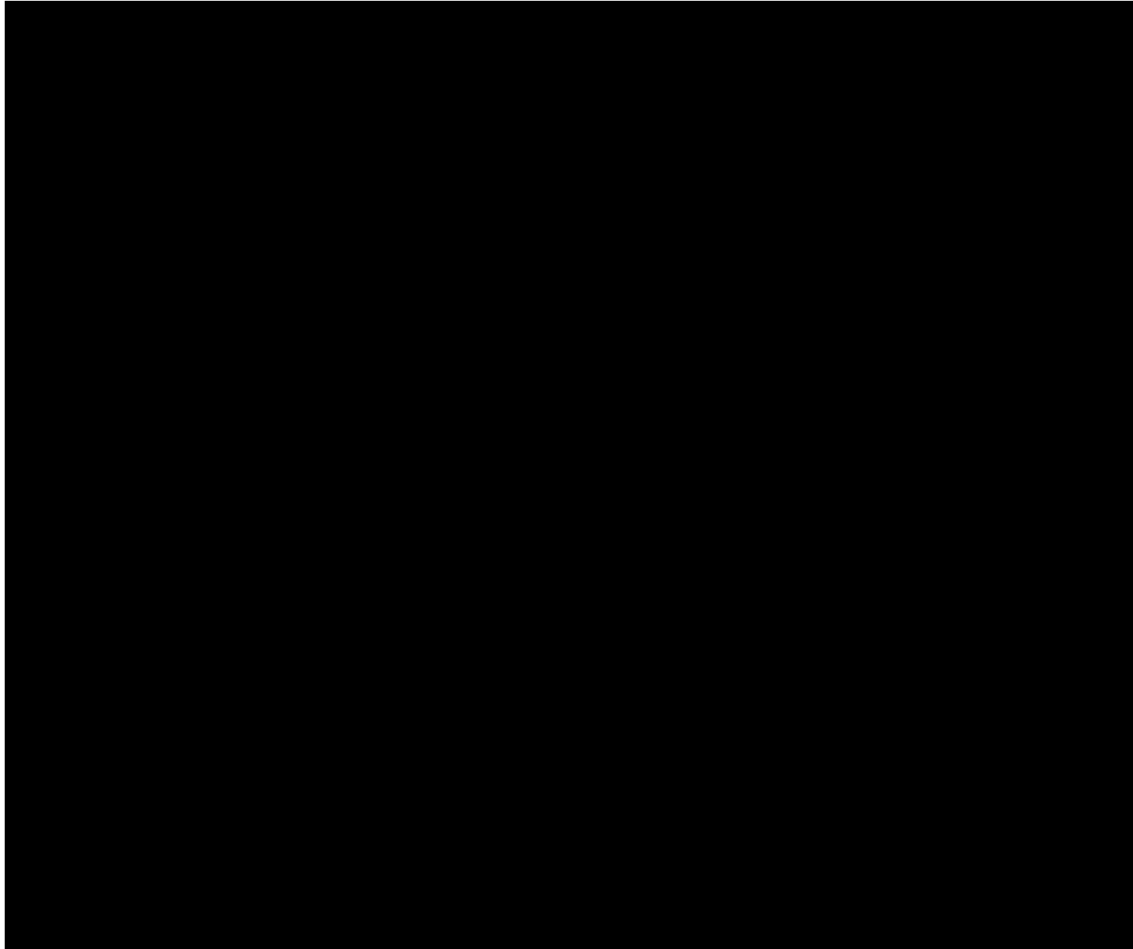
Signature:	/tara reedy sliva/
------------	--------------------

Date:	04/17/2013
-------	------------

Total Attachments: 8  
source=Security Agreement#page1.tif  
source=Security Agreement#page2.tif  
source=Security Agreement#page3.tif  
source=Security Agreement#page4.tif  
source=Security Agreement#page5.tif  
source=Security Agreement#page6.tif  
source=Security Agreement#page7.tif  
source=Security Agreement#page8.tif

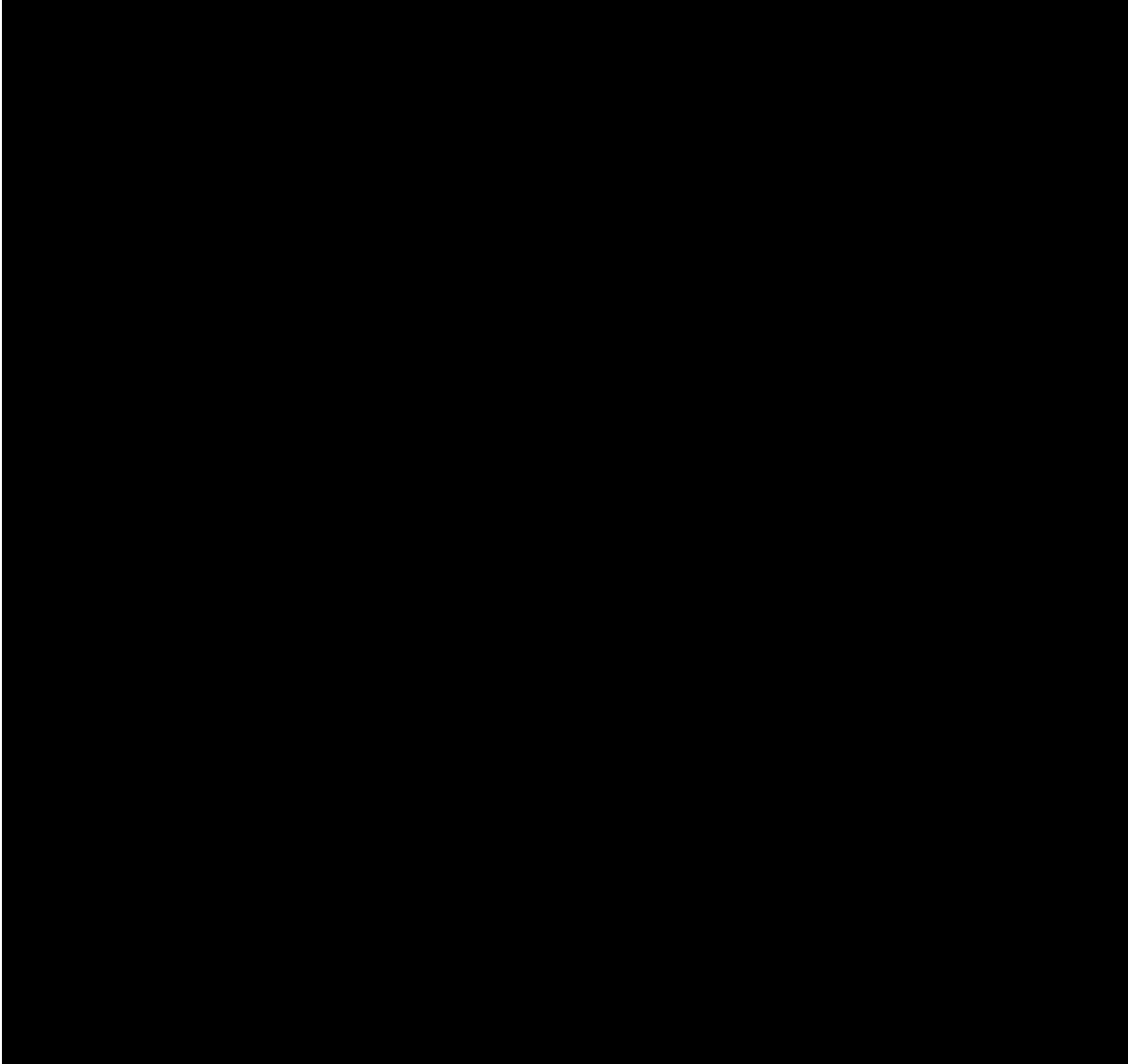
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Security Agreement is dated March 8, 2013 and made by Next Generation Loyalty Inc., having its principal place of business at Edmonton, Alberta, edatanetworks Inc., having its principal place of business at Edmonton, Alberta, Next Generation Loyalty USA Inc., having its principal place of business at Phoenix, Arizona and edatanetworks USA Inc., having its principal place of business at Phoenix, Arizona, to and in favour of Alberta Treasury Branches, having its principal place of business at Edmonton, Alberta ("ATB").



**1.2 Defined Terms.** In this Security Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the following meanings:

- (a) "Collateral" has the meaning set forth in Section 2.1;
- (b) "NGL" means Next Generation Loyalty Inc., edatanetworks Inc., Next Generation Loyalty USA Inc. and edatanetworks USA Inc. and their respective successors and assigns, both individually and collectively;
- (c) "Intellectual Property" means the Collateral, other than any proceeds or payments;

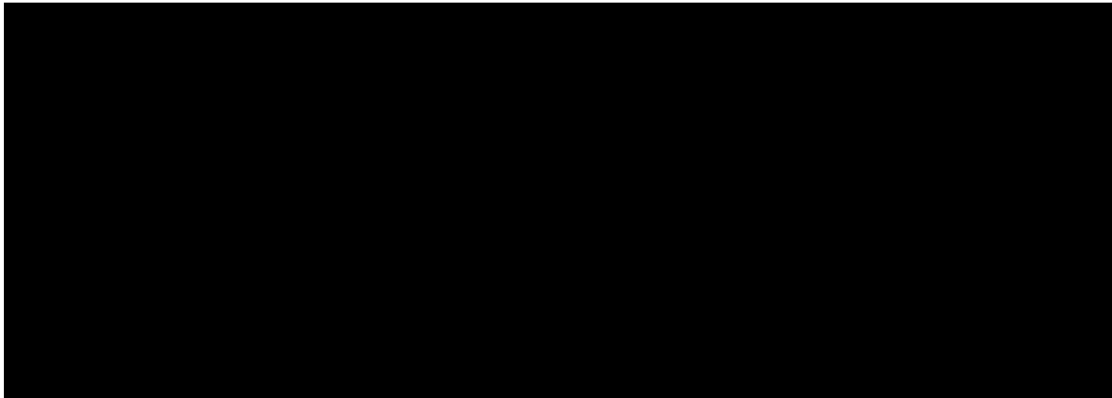


## ARTICLE II SECURITY

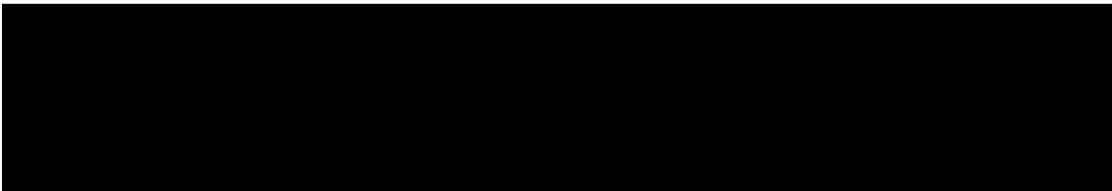
- 2.1 **Grant of Security.** Subject to Section 2.4, NGL hereby (i) mortgages and charges to ATB as and by way of a fixed mortgage and charge; (ii) pledges to ATB; and (iii) grants to ATB a security interest in, all of NGL's right, title and interest throughout the world in and to the following property, which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License or otherwise) by NGL, in whole or in part (collectively, the "Collateral", and all references thereto herein include any part thereof):
- (a) All trademarks and rights and interests which are capable of being protected as Trademarks (including trademarks, service marks, certification marks, designs, logos, Indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications

pertaining thereto), Licenses in respect thereof and rights to register, renew and extend such trademarks and trademark rights and any and all copyrights in such trademarks;

- (b) All patents, patent applications, industrial designs and industrial design applications, including all reissues, divisions and continuations in part, Licenses in respect thereof, foreign filing rights, and rights to register, renew and extend such rights;
- (c) The trademarks, trademark registrations and pending applications listed on Schedule A attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;
- (d) The patents, patent applications, industrial designs and industrial design applications listed on **Schedule A** attached hereto, as the same may be updated hereafter from time to time, and all Licenses in respect thereof;
- (e) The right to register trademark claims and to apply for, renew and extend trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of NGL or in the name of ATB for past, present and future infringements or violations of trademarks, registrations, or other trademark rights and the associated goodwill;



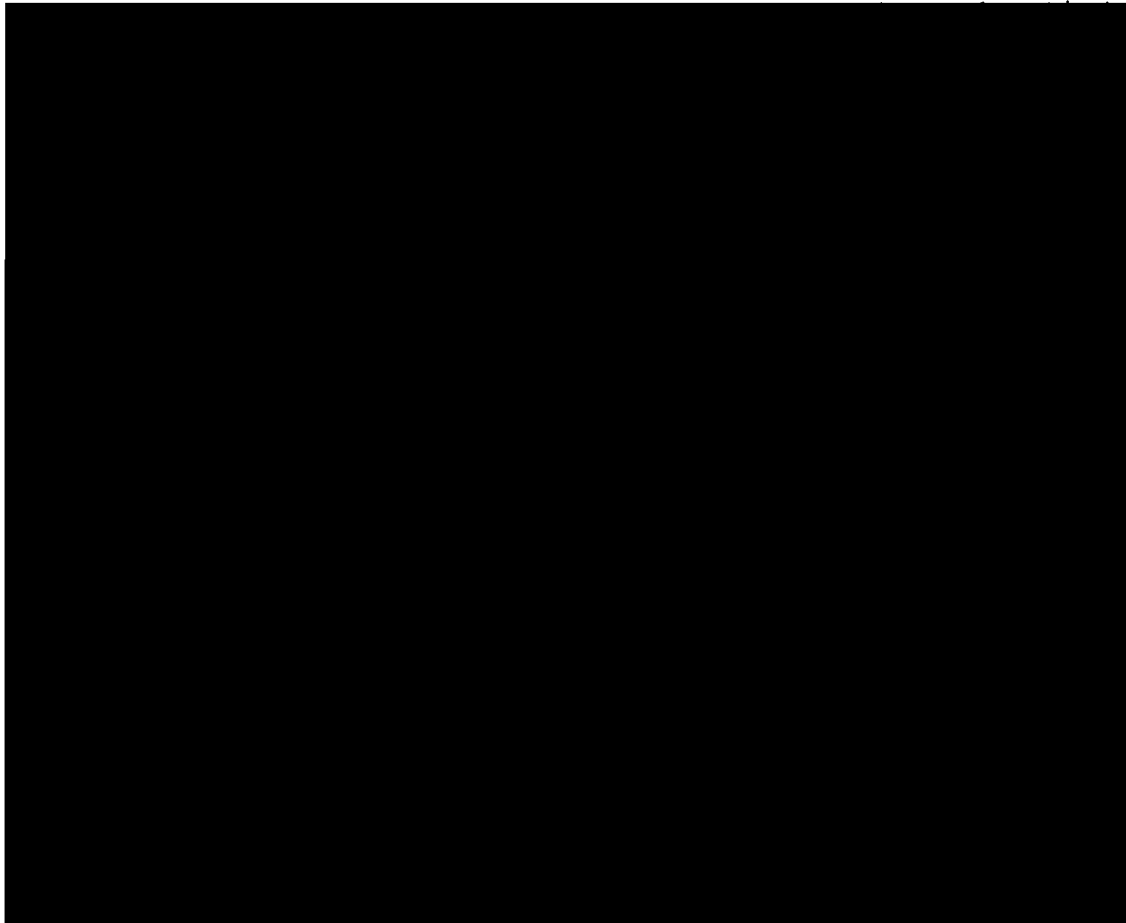
- (i) All proceeds of and rights associated with any and all of the foregoing (including, without limitation, claims by NGL against third parties for past, present or future Infringement of the Intellectual Property, including those items listed on Schedule A attached hereto, or for injury to the goodwill associated with the use of any of the Intellectual Property or for breach or enforcement of any License, Royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any Indemnity, warranty, or guarantee, payable by reason of loss or damage to or otherwise with respect to the Collateral.

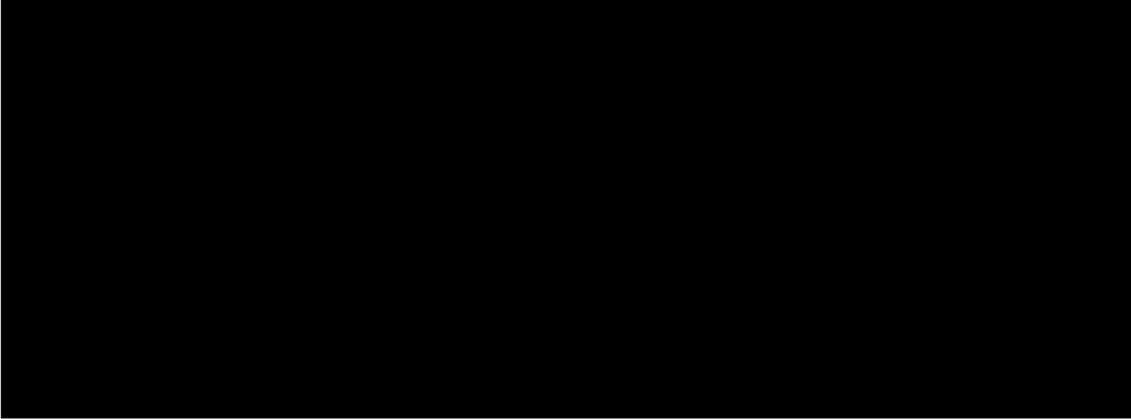




**2.3 Attachment**

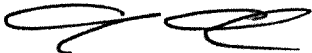
- (a) NGL and ATB hereby acknowledge that (i) value has been given; (ii) NGL has rights in the Collateral (other than after-acquired Collateral); and (iii) they have not agreed to postpone the time of attachment of the Security Interest.






IN WITNESS WHEREOF NGL has duly executed this Security Agreement as of the day and year set out below.

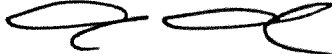
NEXT GENERATION LOYALTY INC.

By:   
Name: Terry Tietzen  
Title: CEO


NEXT GENERATION LOYALTY USA INC.

By:   
Name: Terry Tietzen  
Title: CEO

EDATANETWORKS INC.

By:   
Name: Terry Tietzen  
Title: CEO

EDATANETWORKS USA INC.

By:   
Name: Terry Tietzen  
Title: CEO

4267347-3

**SCHEDULE A**  
**INTELLECTUAL PROPERTY OF NGL**

**PATENT LIST**

File Number	Patents owned and filed by edatanetworks Inc.	Status	Country	Filing Date
11/283856	Method, System and Computer Program for Providing a Loyalty Engine Enabling Dynamic Administration of Loyalty Program	Pending	United States	November 22, 2005
11/746502	Method, System and Computer Program for Providing a Loyalty Engine for Dynamic Administration of Charity Donations	Pending	United States	May 9, 2007
12/663533	Method, System And Computer Program For Client Acquisition And Surveying	Pending	United States	July 6, 2008
12/525326	Method, System And Computer Program For Providing A Loyalty Engine For Automated Cause Marketing	Pending	United States	February 1, 2008
13/508084	Method, System, And Computer Program For Attracting Local And Regional Businesses To An Automated Cause Marketing Environment	Pending	United States	November 6, 2009
12/118923	Method, System, And Computer Program For Providing A Loyalty Engine For Automated Cause Management	Pending	United States	May 12, 2008



File Number	Patents owned and filed by edatanetworks Inc.	Status	Country	Filing Date
12/944474	Program, System And Method For Linking Community Programs And Merchants In A Marketing Program	Pending	United States	November 11, 2010
13/168488	Program, System And Method For Linking Community Programs And Merchants In A Marketing Program	Pending	United States	June 24, 2011
10/855327	Method, System And Computer Program For Providing A Loyalty Engine Enabling Dynamic Loyalty Program Administration	Pending	United States	May 28, 2004
7857210	Method, System And Computer Program For Client Acquisition	Issued (see attached)	United States	June 8, 2007

## TRADEMARK LIST

Trademark owned and filed by edatanetworks Inc.	Mark Type	Country	Filing Date	Registration Date
 ACM	Design	Canada	Mar. 2, 2007	March 29, 2010
		US	Dec 21, 2007	March 31, 2009
	Design	Canada	July 31, 2008	Feb 14, 2013
		US	July 31, 2008	
Network of Giving	Word mark	Canada	July 31, 2008	Feb 14, 2013
		US	July 31, 2008	
	Design	Canada	July 31, 2008	Feb 15, 2013
		US	July 31, 2008	
Click2Sale	Word mark	Canada	Feb 27, 2009	
		US	July 23, 2009	
	Design	Canada	Feb 27, 2009	Feb 14, 2013
		US	July 23, 2009	
	Design	Canada	July 31, 2008	Feb 15, 2013
		US	July 31, 2008	
Pure	Work mark	US	July 31, 2008	
		US	July 31, 2008	
	Design	Canada	July 31, 2008	
		US	July 31, 2008	
Automated Marketing Manager	Word mark	Canada	Nov 9, 2009	Feb 18, 2013
		US	Apr 12, 2009	
	Design	Canada	Nov 9, 2009	Feb 18, 2013
		US	Apr 12, 2009	
Survivew	Word mark	Canada	Nov 9, 2009	Dec 18, 2012
		US	Apr 12, 2009	