

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
Solavei, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Opus Bank
Street Address:	19900 MacArthur Blvd, 12th Floor
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	Commercial bank: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	85802493	
Serial Number:	85802496	
Serial Number:	85802489	1K CLUB
Serial Number:	85801310	THOUSANDAIRE
Serial Number:	85696255	THE SOLAVEI NETWORK
Serial Number:	85482071	SOLAVEI
Serial Number:	85482077	POWERED BY RELATIONSHIPS
Serial Number:	85482574	

CORRESPONDENCE DATA

Fax Number: 3122585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-258-5724
 Email: cbollinger@schiffhardin.com

CH \$215.00 85802493

Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	41907-0003
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	07/19/2013

Total Attachments: 22
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

Dated as of July 1, 2013

From

SOLAVEI, LLC,
as Debtor,

to

OPUS BANK,
as Lender and Secured Party

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("*IP Security Agreement*") is made as of July 1, 2013 by and from **SOLAVEI, LLC**, a Delaware limited liability company (the "*Debtor*"), and **OPUS BANK**, a California commercial bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement of even date herewith among Debtors and Lender (the "*Credit Agreement*").

RECITALS

A. Concurrently herewith Debtor is entering into the Credit Agreement pursuant to which Lender shall provide Debtor with a senior term loan facility (the "*Facility*").

B. It is a prerequisite to the Lender entering into the Credit Agreement that Debtor enters into this IP Security Agreement and grants to the Lender, the security interest hereafter provided to secure the Obligations.

C. Debtor as owner of the assets encumbered hereby, desires to enter into this IP Security Agreement to secure payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

For purposes of this IP Security Agreement, the following terms shall have the meanings specified below. In addition terms not defined below that are defined in Division 8 or Division 9 of the UCC or in the Credit Agreement shall have the meaning specified therein.

1.1 Bankruptcy Code. The term "*Bankruptcy Code*" shall mean the Bankruptcy Reform Act of 1978 (11 U.S.C. § 101-1330) as amended and as hereafter modified.

1.2 Collateral. The term "*Collateral*" shall mean:

- (a) The Intellectual Property Collateral;
- (b) All Proceeds thereof; and

- (c) All of the Debtor's Books relating thereto.

Notwithstanding the foregoing, the terms "*Collateral*" and "*Intellectual Property Collateral*" shall not include any General Intangibles of the Debtor (whether owned or held as licensee or lessee or otherwise) to the extent that the granting of a security interest therein would be contrary to applicable law or create a default under any agreement governing such property, right or license (but solely to the extent that such restrictions are enforceable as a matter of law).

1.3 Copyrights. The term "*Copyrights*" shall mean 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, and all renewals of the foregoing.

1.4 Debtor's Books. The term "*Debtor's Books*" shall mean all of Debtor's books and records including, but not limited to: minute books; ledgers, records indicating, summarizing or evidencing Debtor's assets, liabilities, the Collateral, the Obligations, and all information relating thereto; records indicating, summarizing or evidencing Debtor's business operations or financial condition; and all computer programs, disc or tape files, printouts, runs, and other computer prepared information and the equipment containing such information.

1.5 Intentionally Omitted.

1.6 Event of Default. The term "*Event of Default*" shall have the meaning given to such term in Section 9 of this IP Security Agreement.

1.7 Intellectual Property Collateral. The term "*Intellectual Property Collateral*" shall mean all of the following assets now owned or hereafter acquired:

- (a) Copyrights, Trademarks, Patents, and Mask Works;
- (b) Licenses or other rights to use 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;
- (c) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (d) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(e) Any and all claims for damages by way of past, present and future infringement 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;

(f) All domain names of Debtor, including without limitation those listed on Exhibit D;

(g) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works;

(h) All contracts and contract rights relating to any of the foregoing; and

(i) All Proceeds of the foregoing.

1.8 IP Priority Liens. The term "*IP Priority Liens*" shall mean and refer to (i) Liens on any imbedded software in any equipment, the purchase price and related acquisition costs of such equipment which are financed by third-party lenders or lessors as permitted by the Credit Agreement; (ii) Liens in existence on the date any asset becomes Collateral, to the extent such Lien is Permitted by the Credit Agreement, subject to such Lien; (iii) Liens (including tax Liens) in favor of any Governmental Authority, which pursuant to the statute or law and other applicable law creating such Lien, have priority over Liens granted under this IP Security Agreement; (iv) the Liens set forth on Exhibit E hereto and (v) Liens permitted under Section 7.02(i) of the Credit Agreement and the definition of "Ordinary Course Liens" in the Credit Agreement.

1.9 IP Security Agreement. The term "*IP Security Agreement*" shall mean this IP Security Agreement (any concurrent or subsequent rider to this IP Security Agreement) and any extensions, supplements, amendments or modifications to this IP Security Agreement and/or to any such rider.

1.10 Lender Expenses. The term "*Lender Expenses*" means all costs and expenses incurred by Lender which are subject to payment or reimbursement by Debtor pursuant to Section 9.03 of the Credit Agreement.

1.11 Lender. The term "*Lender*" shall have the meaning given to such term in the preamble to this IP Security Agreement.

1.12 Licenses. The term "*Licenses*" shall mean all licenses or other rights to use any intellectual property rights, including 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 right.

1.13 Intentionally Omitted.

1.14 Intentionally Omitted.

1.15 Intentionally Omitted.

1.16 Mask Works. The term "*Mask Works*" shall have the meaning provided in the Semiconductor Chip Protection Act of 1984 (17 U.S.C. §§ 901-914) and shall include, without limitation, 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.

1.17 Obligations. The term "*Obligations*" shall have the meaning set forth in the Credit Agreement.

1.18 Patents. The term "*Patents*" shall mean all patents, industrial design registrations, utility models, and like protections and grants and applications for the foregoing, 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.

1.19 Proceeds. The term "*Proceeds*" shall have the meaning provided in the UCC including without limitation whatever is received upon the sale, lease, exchange, collection or other disposition of Collateral or proceeds, including, without limitation, proceeds of insurance covering the foregoing collateral, tax refunds, and any and all accounts, notes, instruments, chattel paper, equipment, money, deposit accounts, goods, or other tangible and intangible property of Debtor resulting from the sale or other disposition of the Collateral, and the proceeds thereof.

1.20 Trademarks. The term "*Trademarks*" shall mean any trademarks 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 Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto.

1.21 UCC. The term "*UCC*" shall mean the Washington Uniform Commercial Code, as presently in force and effect and any replacements therefore as and when such replacements become effective.

2. GRANT OF SECURITY INTEREST.

As security for the prompt and complete payment and performance of all the Obligations, Debtor hereby grants to the Lender, a first priority security interest in all of Debtor's right, title and interest in, to and under the Collateral, subject to IP Priority Liens. Notwithstanding the foregoing, the security interest granted herein shall not extend to, and the term "Collateral" shall not include, any General Intangibles of the Debtor (whether owned or held as licensee or lessee or otherwise) to the extent that the granting of a security interest therein would be contrary to applicable law or create a default under any agreement governing such property, right or license (but only if such restrictions are enforceable as a matter of law).

3. AUTHORIZATION AND REQUEST.

Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Security Agreement or a version thereof.

4. REPRESENTATIONS AND WARRANTIES.

In addition to the representations and warranties of Debtor set forth in the Credit Agreement, which are incorporated herein by reference, Debtor represents and warrants, and represents to Lender that:

4.1 Incorporation: Place of Business. Debtor is limited liability company, validly existing and in good standing under the laws of the State of Delaware; and Debtor's chief executive office and principal place of business is located at 10500 NE 8th Street, Suite 1300, Bellevue, Washington 98004.

4.2 Title to Collateral. Except as specified on *Schedule 4.2* hereto, Debtor has and at all times will have good, marketable and indefeasible title to the Collateral; except for any Intellectual Property Collateral which is being licensed by the Debtor or Collateral which is being leased by the Debtor, and as to such assets, Debtor has the appropriate rights to use such Collateral; the Collateral is and at all times shall remain free and clear of all Liens except for licenses granted by Debtor and except for IP Priority Liens.

4.3 Intellectual Property. All of Debtor's U.S. patents and patent applications, registered copyrights, applications for copyright registration, trademarks, service marks and trade names (whether registered or unregistered), and applications for registration of such trademarks, service marks and trade names, are set forth in Exhibits A, B and C. Debtor represents that none of the Copyrights owned by it constitute a material asset of Debtor's business. All of Debtor's registered Mask Works are set forth in Exhibit D.

4.4 Domain Names. All of Debtor's domain names are set forth in Exhibit D.

4.5 No Conflict. Performance of this IP Security Agreement does not conflict with or result in a breach of any agreement relating to the intellectual property of Debtor, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this IP Security Agreement constitutes a security interest.

4.6 IP Enforceability. To Debtor's knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party.

4.7 Validity of Lien. This IP Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, this IP Security Agreement will create at the time Debtor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the Obligations which is senior to all other interests except for IP Priority Liens.

4.8 IP Registration. To its knowledge, except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the filing with the Register of Copyrights with respect to the Copyrights and Mask Works necessary to perfect the security interests created hereunder and except as been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority of U.S. regulatory body is required either (i) for the grant by Debtor of the security interest granted hereby or for the execution, delivery or performance of this IP Security Agreement by Debtor in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder.

4.9 Complete. All information heretofore, herein or hereafter supplied to Lender by or on behalf of Debtor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

4.10 Continuing Warranties. Debtor's warranties and representations set forth in this Section 4 and in any exhibit hereto shall be true and correct at the time of execution of this IP Security Agreement by Debtor and at the time of any request for advance and at the time of any advance under the Credit Agreement.

4.11 Warranties and Representations Cumulative. The warranties, representations and agreements set forth herein shall be cumulative and in addition to any and all other warranties, representations and agreements which Debtor shall give, or cause to be given, to Lender, either now or hereafter.

5. COVENANTS.

So long as the Obligations, or any portion thereof, remains unsatisfied.

5.1 Change in Identity. Without prior notice to Lender, Debtor will not change Debtor's name, or state of incorporation; or relocate Debtor's principal place of business or chief executive office.

5.2 Intentionally Omitted.

5.3 Protection of IP. Debtor shall (i) protect, defend and maintain the validity and enforceability of the Intellectual Property Collateral that is material to the business of the Debtor, (ii) use commercially reasonable efforts to detect infringements of the Intellectual Property Collateral that is material to the business of the Debtor and promptly advise Lender in writing of material infringements detected, and (iii) not allow any Intellectual Property Collateral to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Debtor determines that reasonable business practices suggest that abandonment is appropriate.

5.4 Copyright Registration. Debtor shall promptly register the most recent version of any of Debtor's Copyrights, which are material to the business of Debtor, if not already so registered; *provided, however,* that Debtor shall not be required to so register any proprietary software that it develops and uses solely for its exclusive internal management purposes.

5.5 New IP Filings. If and when Debtor shall obtain rights to any new patents, trademarks, service marks, trade names or material copyrights, or otherwise acquire or become entitled to the benefit of, or apply for registration of, any of the foregoing that is material to the business of the Debtor, Debtor (i) shall promptly notify Lender thereof and (ii) hereby authorizes Lender to modify, amend, or supplement the schedules attached hereto to reflect such fact and from time to time to include any of the foregoing and make all necessary or appropriate filings with respect thereto and to perfect Lender's Lien thereon.

5.6 Notice to Lender. Debtor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Debtor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Security Agreement that is material to the business of the Debtor. Upon any executive officer of Debtor obtaining actual knowledge thereof, Debtor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Debtor to dispose of any material Intellectual Property Collateral or of the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

5.7 Intentionally Omitted.

5.8 Intentionally Omitted.

5.9 Further Assurances. Debtor shall, from time to time, execute and file such other instruments, and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral.

6. LENDER'S RIGHTS TO COMPEL ACTION.

Lender shall have the right, but not the obligation, to take, at Debtor's sole expense, any actions that Debtor is required under this IP Security Agreement to take but which Debtor fails to take, after ten (10) days' written notice to Debtor. Debtor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 6.

7. INSPECTION RIGHTS.

Not more often than once per quarter unless an Event of Default exists, at any time during regular business hours and as often as reasonably requested upon reasonable notice, permit Lender, or any employee or representative thereof, to examine, audit and make copies and abstracts from Debtor's records and books of account, including quality control records, relating to the Collateral and to visit and inspect its properties related thereto, and, upon request, furnish promptly to Lender true copies of all financial information and internal management reports (similar to internal management reports of the type and nature provided to Lender on or prior to the Closing Date) made available to their senior management related to the Collateral. Notwithstanding any provision of this Agreement to the contrary, so long as no Event of Default shall have occurred and be continuing, Debtor shall not be required to disclose, permit the inspection, examination, photocopying or making extracts of, or discuss, any document, information or other matter that (i) constitutes non-financial trade secrets or non-financial proprietary information, or (ii) the disclosure of which to Lender, or their designated representative, is then prohibited by law or any agreement binding on Debtor that was not entered into by Debtor for the purpose of concealing information from the Lender. Debtor shall, however, furnish to Lender such information concerning Debtor's Collateral as is reasonably necessary to permit Lender to perfect a security interest in such intellectual property; *provided, however,* nothing herein shall entitle Lender access to Debtor's trade secrets and other proprietary information.

8. FURTHER ASSURANCES: ATTORNEY IN FACT.

8.1 On a continuing basis, Debtor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings

with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as reasonably requested by Lender, to perfect Lender's security interest in all Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Security Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

8.2 Debtor hereby irrevocably (until the Obligations are paid in full) appoints Lender as Debtor's attorney-in-fact, with full authority in the place and stead of Debtor and in the name of Debtor, Lender or otherwise, from time to time in Lender's discretion, upon Debtor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Security Agreement, including:

(a) To modify, in its sole discretion, this IP Security Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Debtor no longer has or claims any right, title or interest; and

(b) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Debtor where permitted by law.

9. EVENTS OF DEFAULT.

The occurrence of any of the following shall constitute an Event of Default under this IP Security Agreement:

9.1 Breach of IP Security Agreement. (i) Any representation or warranty hereunder proves to have been incorrect in any material respect when made or deemed made, (ii) Debtor breaches any provision of this IP Security Agreement which cannot be cured, or (iii) the breach by Debtor of any other provision of this IP Security Agreement that remains uncured for a period of thirty (30) days.

9.2 Breach of Other Agreements. The occurrence and continuance of an Event of Default under the Credit Agreement as defined therein.

9.3 Lien Priority. Lender shall cease to have a valid and perfected first priority security interest upon any material item of the Collateral subject only to the IP Priority Liens.

9.4 Material Impairment. If there is a material impairment of the value of the Collateral.

9.5 Seizure of Assets. If all or any material item of Collateral is attached, seized, subjected to a writ or distress warrant, or are levied upon.

10. REMEDIES.

The exercise of remedies hereunder shall be made by Lender upon the terms and conditions contained herein. If an Event of Default shall have occurred and be continuing and not been cured or waived in accordance with the terms hereof or the Credit Agreement, Lender shall have the following rights and powers and may, at Lender's option, without notice of its election and without demand, to the extent permitted by Section 8.03 of the Credit Agreement, do any one or more of the following (in addition to the rights and remedies permitted under the Credit Agreement), all of which are authorized by Debtor:

10.1 UCC Rights. Lender shall have all of the rights and remedies of a secured party under the UCC and under all other applicable laws.

10.2 Intentionally Omitted.

10.3 Intentionally Omitted.

10.4 Protection of Collateral. Without notice to or demand upon Debtor or any guarantor, make such payments and do such acts as Lender considers necessary or reasonable to protect its security interest in the Collateral to pay, purchase, contest or compromise any encumbrance, charge or lien which in the opinion of Lender appears to be prior or superior to Lender's security interest and to pay all expenses incurred in connection therewith.

10.5 Assembly of Collateral. Lender may require Debtor to assemble the Collateral and make it available to Lender at a place designated by Lender.

10.6 Possession of Collateral. If an Event of Default exists, Lender, without a breach of the peace, may enter any of the premises of Debtor and search for, take possession of, remove, keep or store any or all of the Collateral. If Lender seeks to take possession of any or all of the Collateral by court process, Debtor irrevocably and unconditionally agrees that a receiver may be appointed by a court for such purpose without regard to the adequacy of the security for the Obligations. Lender shall have the right to remain on Debtor's premises or cause a custodian to remain thereon in exclusive control of such premises without charge for as long as Lender deems necessary in order to complete the enforcement of its rights under this IP Security Agreement. If Lender seeks possession of any or all of the Collateral by court process, Debtor irrevocably waives (a) any bond and any surety or security relating thereto required by any statute, court rule or otherwise as an incident or condition to such possession; (b) any demand for possession prior to the commencement of any suit or action to recover possession; and (c) any requirement that Lender retain possession of and not dispose of such Collateral until after trial or final judgment.

10.7 License. Lender shall have a nonexclusive, royalty free license to use the Intellectual Property Collateral to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

11. INDEMNITY.

Debtor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party related to or in connection with the transactions contemplated by this IP Security Agreement or the Collateral, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to the transactions between Lender and Debtor under this IP Security Agreement or the Collateral (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

12. GENERAL.

12.1 Taxes and Other Expenses Regarding the Collateral. If Debtor fails to pay promptly when due to any person or entity, monies which Debtor is required to pay by this IP Security Agreement, Lender may, but need not, pay the same and charge Debtor's account therefor, and Debtor shall promptly reimburse Lender therefor. Any payments made by Lender shall not constitute; (a) an agreement by Lender to make similar payments in the future, or (b) a waiver by Lender of any default under this IP Security Agreement. Lender need not inquire as to, or contest the validity of, any such expense, tax, security interest, encumbrance or lien and the receipt of the usual official notice for the payment thereof shall be conclusive evidence that the same was validly due and owing.

12.2 Notices. All notices, demands, or requests from one party to another shall, unless otherwise specified herein, be made in the manner set forth in the Credit Agreement.

12.3 Intentionally Omitted.

12.4 Release of Collateral. Lender shall promptly file UCC termination statements and any other documents or instruments as necessary upon any Disposition by Debtor of any items or item of Collateral, to the extent such Disposition is permitted under the Credit Agreement.

12.5 Termination. At such time as the Obligations are paid in full, this Agreement shall terminate and Lender shall execute and deliver to Debtor all instruments as may be necessary or proper to reinvest in Debtor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12.6 Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12.7 Intentionally Omitted.

12.8 Amendments. This IP Security Agreement may be amended only by a written instrument signed by both parties hereto.

12.9 Agreement Binding, Assignment. This IP Security Agreement shall be binding and deemed effective when executed by Debtor and Lender. This IP Security Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Debtor may not assign this Security Agreement or any rights hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void. No consent to an assignment by Lender shall release Debtor from its obligations to Lender. Lender reserves the right to sell, assign, transfer, negotiate or grant participations in all or any part of, or any interest in, Lender's rights and benefits hereunder to the extent and in the manner provided for in Section 9.04 of the Credit Agreement. In connection therewith, Lender may disclose all documents and information that Lender now has or hereafter may have relating to Debtor or Debtor's business, subject to Debtor's reasonable confidentiality requirements.

12.10 Article and Section Headings. Article and section headings and article and section numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each article and section applies equally to this entire IP Security Agreement.

12.11 Construction. Neither this IP Security Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Debtor, whether under any rule of construction or otherwise. On the contrary, this IP Security Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

12.12 Performance of Covenants. Debtor shall perform all of its covenants under this IP Security Agreement at its sole cost and expense.

12.13 Term. This IP Security Agreement shall continue in full force and effect as long as any of the Obligations are outstanding.

12.14 Conflict or Credit Agreement Modifications. To the extent that there is an explicit conflict between the terms of the Credit Agreement and this IP Security Agreement, the terms of the Credit Agreement shall control. Any future changes or modifications to the Credit

Agreement, shall apply to and modify this IP Security Agreement, to the extent that such change or modification would reasonably be construed to apply to this IP Security Agreement.

12.15 Severability. Each provision of this IP Security Agreement shall be severable from every other provision of this IP Security Agreement for the purpose of determining the legal enforceability of any specific provision.

12.16 Successors. This IP Security Agreement shall be binding upon and inure to the benefit of Debtor and the Lender and their respective permitted successors and assigns.

12.17 Counterparts. This IP Security 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.

13. CHOICE OF LAW AND VENUE.

The validity of this IP Security Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder and concerning the Collateral, shall be determined under, governed by and construed in accordance with the laws of the State of Washington. The parties agree that all actions or proceedings arising in connection with this Security Agreement shall be tried and litigated only in the state courts or federal courts located in the City of Seattle, Washington.

[SIGNATURE PAGES FOLLOW]

INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

SOLAVEI, LLC, a Delaware limited liability company

By: 

Ryan K. Wierch, Chief Executive Officer

OPUS BANK, as Lender

By: _____

Name:

Its:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement on the day and year first above written.

SOLAVEI, LLC, a Delaware limited liability company

By: _____
Ryan K. Wuerch, Chief Executive Officer

OPUS BANK, as Lender

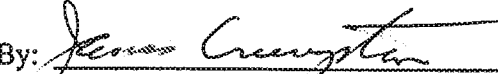
By: 
Name: James C. Clington
Its: SVP Senior Credit Administrator

Exhibit "A" attached to that certain IP Security Agreement dated July 1, 2013.

EXHIBIT A
COPYRIGHTS

Solavei claims copyright rights in all of its publicly available materials, including but not limited to Solavei's website content, marketing materials, member guidelines, and other materials developed for its members.

Exhibit "B" attached to that certain IP Security Agreement dated July 1, 2013.

EXHIBIT B
PATENTS

- Mobile Service Distribution and Provisioning Software (Application #: 13421616);
- Compensation Based Entity Groups (Application #: 13452479);
- Motivation of Members (Application #: 13557919);
- Social Commerce Intelligence Engine (Application #: 61684996);
- Social Feed Filtering (Provisional Application #: 61683486);
- Service Prequalification (Provisional Application #: 61683349);
- Sponsor Assignment (Provisional Application #: 61683463);
- Service Activation (Provisional Application #: 61684462);
- Number Port Error Resolution (Application #: 13828565)

Exhibit "C" attached to that certain IP Security Agreement dated July 1, 2013.

**EXHIBIT C
TRADEMARKS**

- The “George” figure (Serial #: 85802493) and (Serial #: 85802496);
- The wordmark “1K Club” (Serial #: 85802489);
- The wordmark “Thousandaire” (Serial #: 85801310);
- The wordmark “The Solavei Network” (Serial #: 85696255);
- The “Solavei” name (Serial #: 85482071) (Registration #: 4269543);
- The tagline “Powered by Relationships” (Serial #: 85482077) (Registration #:4293222);
- The Solavei logo (Serial #: 85482574) (Registration #: 4293224).

Exhibit "D" attached to that certain IP Security Agreement dated July 1, 2013.

EXHIBIT D
DOMAIN NAMES; MASK WORKS

Domain Names:

- www.solavei.com;
- www.mysolavei.com;

Mask Works:

None.

Exhibit "E" attached to that certain IP Security Agreement dated July 1, 2013.

EXHIBIT E

The following is a list of liens on the Collateral as permitted under Section 1.8 of the IP Security Agreement:

All Liens listed on Schedule 7.01 of the Credit Agreement and future Liens allowed pursuant to Sections 7.01 and 7.02 of the Credit Agreement.

SCHEDULE 4.2

None.

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