

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
IOTUM GLOBALHOLDINGS INC.		05/15/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMERICAN CAPITAL, LTD as Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, 14th Floor		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3414076	FREECONFERENCE	
<b>Registration Number:</b>	3421667	IC INSTANTCONFERENCE	
<b>Registration Number:</b>	3524149	IC INSTANT CONFERENCE	
<b>Registration Number:</b>	3523988	GLOBAL CONFERENCE	
<b>Registration Number:</b>	2958818	FREE CONFERENCE	
<b>Registration Number:</b>	2719733	INSTANTCONFERENCE	
<b>Registration Number:</b>	3103682	GLOBALCONFERENCE.COM	
<b>Registration Number:</b>	3284643	GLOBAL CONFERENCE PARTNERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2147581550		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-758-1546		
<b>Email:</b>	apickell@pattonboggs.com, kagee@pattonboggs.com		
<b>Correspondent Name:</b>	Aaron Pickell, Patton Boggs LLP		

OP \$215.00 3414076

**Address Line 1:** 2000 McKinney Avenue, Suite 1700  
**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	025185.0106
<b>NAME OF SUBMITTER:</b>	Aaron Pickell
<b>Signature:</b>	/Aaron Pickell/
<b>Date:</b>	07/11/2013

**Total Attachments: 7**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "IP Security Agreement") is made and effective as of May 15, 2013, by IOTUM GLOBALHOLDINGS INC., a Delaware corporation (the "Grantor"), in favor of AMERICAN CAPITAL, LTD., a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, among other things, subject to the terms and conditions set forth therein, to make certain Loans available to the Grantor (collectively, the "Loans");

**WHEREAS**, the Grantor will derive substantial direct and indirect benefit from the Loans and other financial accommodations provided by the Lenders under the Credit Agreement; and

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Credit Agreement that the Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to advance the Loans to the Grantor pursuant thereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **AGREEMENT**

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all of Grantor's Obligations under the Credit Agreement, Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property rights licensed in which Grantor is prohibited from granting a security interest by contract, statute, or otherwise (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill

associated with the foregoing (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law) (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(e) Any and all licenses or rights granted under any of the IP Collateral (excluding those licenses in which a Grantor is prohibited from granting a security interest by contract, statute or otherwise), and all license fees and royalties arising from such licenses or rights;

(f) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(g) Any and all products and proceeds of any of the foregoing.

*provided* that, notwithstanding the foregoing and for greater certainty, "**IP Collateral**" shall not include (A) any rights or interests in any lease, license, or agreement or property or assets if under the terms of such lease, license, or agreement (or the lease, license or agreement relating to or restricting liens on such property or assets), or applicable law with respect thereto, the assignment or valid grant of a security interest or lien therein to the Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to the applicable lease, license, or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; and (B) any property subject to a Permitted Lien under the Credit Agreement which Permitted Lien contains a contractual prohibition on creating additional Liens on such property to the extent that the grant of such other Liens on such property (i) would result in a breach or violation of, or constitute a default under, the agreement or instrument governing such Permitted Lien, (ii) would result in a loss of the use of such asset, or (iii) would permit the holder of such Permitted Lien to terminate the Grantor's use of such asset in accordance with the terms of the agreement or instrument governing such Permitted Lien.

2. Requested Recordation. Grantor authorizes and requests that the United States Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B and/or Schedule C hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license (except where prohibited by statute, contract or otherwise) under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantor's obligations under the Credit Agreement (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated (except for any obligations designated under the Credit Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests

granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as the Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, upon request, a schedule of newly registered Patents, Trademarks and Domain Names (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Security Agreement. The rights and remedies of the Grantor and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

IOTUM GLOBAL HOLDINGS INC.

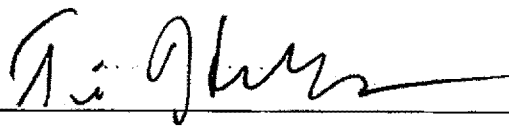
By: \_\_\_\_\_



JASON MARTIN  
PRESIDENT

**AGENT:**

**AMERICAN CAPITAL, LTD.**

By: 

Intellectual Property Security Agreement:






**TRADEMARK**  
**REEL: 005080 FRAME: 0615**



**SCHEDULE B**

**TRADEMARK COLLATERAL**

**TRADEMARK REGISTRATIONS**

<b>Trademark Name</b>	<b>Trademark Example</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Registration Date</b>
FREE CONFERENCE		78394648	2958818	5/31/2005
FREECONFERENCE		77120380	<b>3414076</b>	4/22/2008
INSTANTCONFERENCE		76114365	<b>2719733</b>	5/27/2003
IC INSTANTCONFERENCE		77168084	<b>3421667</b>	5/6/2008
IC INSTANT CONFERENCE		77460096	<b>3524149</b>	10/28/2008
GLOBALCONFERENCE.COM		78637360	3103682	6/13/2006
GLOBAL CONFERENCE		77434392	3523988	10/28/2008
GLOBAL CONFERENCE PARTNERS		77038490	3284643	8/27/2007

**Pending Trademark Applications**

None.

**Trademark Licenses**

None.

Intellectual Property Security Agreement: