

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
PLUMCHOICE, INC.		07/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MULTIPLIER CAPITAL, LP
Street Address:	2 WISCONSIN CIRCLE, SUITE 700
City:	CHEVY CHASE
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED PARTNERSHIP: CALIFORNIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3605192	PLUMCHOICE
Registration Number:	4166604	REINVENTING TECHNOLOGY CARE
Registration Number:	3814978	SAFELINK
Registration Number:	4328601	SERVICETECHZONE
Registration Number:	3640585	THE ULTIMATE TECHNOLOGY SERVICE EXPERIEN

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1025 Vermont Avenue NW, Suite 1130
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$140.00 3605192

NAME OF SUBMITTER:	Robin Dunn
Signature:	/Robin Dunn/
Date:	08/08/2013
Total Attachments: 10 source=IPSA - EXECUTED - Plumchoice#page1.tif source=IPSA - EXECUTED - Plumchoice#page2.tif source=IPSA - EXECUTED - Plumchoice#page3.tif source=IPSA - EXECUTED - Plumchoice#page4.tif source=IPSA - EXECUTED - Plumchoice#page5.tif source=IPSA - EXECUTED - Plumchoice#page6.tif source=IPSA - EXECUTED - Plumchoice#page7.tif source=IPSA - EXECUTED - Plumchoice#page8.tif source=IPSA - EXECUTED - Plumchoice#page9.tif source=IPSA - EXECUTED - Plumchoice#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of **July 26, 2013** by and between **Multiplier Capital, LP** ("Multiplier") and **PlumChoice, Inc.**, a Delaware corporation ("Grantor"), with reference to the following facts:

A. Multiplier and Grantor are parties to that certain Loan and Security Agreement dated July 26, 2013 (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to Multiplier a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to Multiplier a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship, including without limitation those registered with the United States Copyright Office and listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the

maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.


4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and Multiplier's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Multiplier and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

[Signatures on Next Page]

Address of Grantor:

900 Chelmsford Street
Lowell, Massachusetts 01851

PlumChoice, Inc.

By 
Title CFO

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By _____
Title _____

[Signature Page—Intellectual Property Security Agreement (Parent)]

Address of Grantor:

900 Chelmsford Street
Lowell, Massachusetts 01851

PlumChoice, Inc.

By _____
Title _____

Address of Multiplier:

2 Wisconsin Circle, Suite 700
Chevy Chase, MD 20815

Multiplier Capital, LP

By Kevin P. Shul
Title Managing General Partner

[Signature Page—Intellectual Property Security Agreement (Parent)]

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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SEE ATTACHED

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Next Action(s) Due</u>
PLUMCHOICE	Canada	Registered	1,410,711	TMA820,051	15-Mar-2012	Renewal due 5/15/2027
PLUMCHOICE	European Community	Registered	007203946	007203946	01-Sep-2008	Renewal Due: 9/1/2018
PLUMCHOICE	United States of America	Registered	77/422,677	3605192	14-Apr-2009	Affidavit of Continued Use Due: 4/14/2015 Renewal Due: 4/14/2019
REINVENTING TECHNOLOGY CARE	United States of America	Approved for Publication	85/299,412	4166604	7-Jul-2012	Application will be published for opposition on 4/17/2012.
SAFELINK	Canada	Registered	1400627	TMA770,495	22-Jun-2010	Renewal Due: 6/22/2025
SAFELINK	European Community	Registered	7004302	7004302	27-Jan-2010	Renewal Due: 6/19/2018
SAFELINK	United States of America	Registered	77/357,709	3814978	06-Jul-2010	Affidavit of Continued Use Due: 7/6/2016 Renewal Due: 7/6/2020
SERVICETECHZ ONE	United States of America	Allowed	77/933,612	4328601	30-Apr-2013	
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	Canada	Registered	1,400,628	TMA800,717	23-Jun-2011	Renewal Due: 6/23/2026
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	European Community	Registered	7004583	007004583	19-Jun-2008	Renewal Due: 6/19/2018
THE ULTIMATE TECHNOLOGY SERVICE EXPERIENCE	United States of America	Registered	77/357,714	3640585	16-Jun-2009	Affidavit of Continued Use Due: 6/16/2015 Renewal Due: 6/16/2019
TIFIC and Design	Sweden	Registered	2000/06023	349012	28-Sep-01	Registration renewed. Next Renewal Due: 9/28/2021

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
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SEE ATTACHED

As of February 25, 2013

PLUMCHOICE PATENT PORTFOLIO

Docket No	Alt ID	Country	App No.	Date	Title	Description	Status
099038-0014	PMC-001CON	US	12/699,999	2/4/10	SYSTEMS AND METHODS FOR DISTRIBUTING REMOTE TECHNICAL SUPPORT VIA A CENTRALIZED SERVICE	Ability to provide 'smart on-demand' work based on information gathered remotely about the device and its status, and then route to the right technician queue	Final OA mailed 10/11/12, Response Due: 3/11/2013
099038-0017	PMC-002AE	US	12/910,507	10/22/10	SYSTEMS AND METHODS FOR HYBRID DELIVERY OF REMOTE AND LOCAL TECHNICAL SUPPORT VIA A CENTRALIZED SERVICE	Ability to use our platform to deliver support, both remotely and through combined on-site support. Example is having an on-site technician utilize 'automation' to get a device back on-line so a remote technician could deliver remainder of service.	Non-Final OA mailed 11/20/12, Response Due 2/20/13
099038-0007	PMC-002US	US	12/198,713	8/26/08	SYSTEMS AND METHODS FOR HYBRID DELIVERY OF REMOTE AND LOCAL TECHNICAL SUPPORT VIA A CENTRALIZED SERVICE		Pending – First Action Prediction: 3 Months
099038-0021	PMC-003US	US	12/842,683	7/23/10	SYSTEM AND METHODS FOR PROVIDING A MULTI-DEVICE, MULTI-SERVICE PLATFORM VIA A CLIENT AGENT	Utilizing a local agent to collect device information so we can proactively message a customer as to services of interest based on their devices and environments.	Response to Non-Final OA filed 2/8/13, awaiting further action from PTO
099038-0019	PMC-005US	US	12/842,691	7/23/10	SYSTEMS AND METHODS FOR PROVIDING A CLIENT AGENT FOR DELIVERY OF REMOTE SERVICES		Final OA mailed 11/23/12, Response Due: 2/23/13

099038-0020	PMC-006US	US	12/842,702	7/23/10	SYSTEMS AND METHODS FOR PROVIDING REMOTE SERVICES USING A CROSS-DEVICE DATABASE	Ability to gather device information remotely, store in centralized database, and they provide tailored end customer messaging or services based on internal knowledge of subscriber and/or device information.	Final OA mailed 1/22/13, Response Due 4/22/13
099038-0025	PMC-008US	US	13/658,530	10/23/12	SYSTEMS AND METHODS FOR AUTOMATED SERVER SIDE BROKERING OF A CONNECTION TO A REMOTE DEVICE	Leveraging 'walled garden' connectivity to provide automated support to different device types	Pending – First Action Prediction: 24 Months
099038-0028	PMC-009US	US	13/658,571	10/23/12	SYSTEMS AND METHODS FOR CONFIGURING AND LAUNCHING AUTOMATED SERVICES TO A REMOTE DEVICE	Configuring Complex Support Operations into a Single Selectable Button for A Call Agent which may be enabled/ tied to specific levels of entitled support.	Pending – First Action Prediction: 24 Months
099038-0027	PMC-010US	US	13/658,552	10/23/12	SYSTEMS AND METHODS FOR PROVIDING HIERARCHY OF SUPPORT SERVICES VIA DESKTOP AND CENTRALIZED SERVICE	Multi-Layer of Support Between desktop (self-healing/fixing) and Call Center/Agent efforts.	Pending – First Action Prediction: 17 Months
099038-INV-93372/US	TIFIC	US	12/385,849	4/21/09	SYSTEM AND METHOD FOR ASSISTING USER SEARCHES IN SUPPORT SYSTEM		Granted – US Patent 8,095,568 (1/10/2012)

SCHEDULE C

Copyrights Registered with the United States Copyright Office

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		