

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
RAINMAKER SYSTEMS, INC.		10/25/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	AGILITY CAPITAL II, LLC
Street Address:	812 Anacapa Street
Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	4116614	RAINMAKER
Registration Number:	2577736	VIEWCENTRAL
Registration Number:	2754950	R RAINMAKER
Registration Number:	2572606	RAINMAKER SYSTEMS

CORRESPONDENCE DATA	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305948-179 RAINMAKER	TRADEMARK
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CH \$115.00 4116614

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/28/2013
Total Attachments: 4 source=Rainmaker signed IPSA#page1.tif source=Rainmaker signed IPSA#page2.tif source=Rainmaker signed IPSA#page3.tif source=Rainmaker signed IPSA#page4.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 25 2013 by and between AGILITY CAPITAL II, LLC ("Lender") and RAINMAKER SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender 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 as of the first date written above.

Address of Grantor:

900 East Hamilton Avenue, Suite 400
Campbell, CA 95008
Attn: Brad Peppard, CFO

RAINMAKER SYSTEMS, INC.

By: [Signature]
Title: CFO

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By: [Signature]
Title: MANAGING MEMBER

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist

Title	Registration Number	Registration Date
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EXHIBIT B

Patents

Please Check Box if No Patents Exist

<u>Title</u>	<u>Serial / Patent Number</u>	<u>Application / Issue Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
RAINMAKER	4,116,614	03/27/12
VIEWCENTRAL	2,577,736	06/11/02
R RAINMAKER	2,754,950	08/26/03
RAINMAKER SYSTEMS	2,572,606	05/28/02