

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and SHOWINGTIME.COM, INC. ("Grantor").

RECITALS

A. Bank 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 and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, 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 by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SHOWINGTIME.COM, INC.

2 N. Riverside, Suite 2300
Chicago, Illinois 60606

By: Scott E. [Signature]
Title: CEO

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

230 West Monroe, Suite 720
Chicago, IL 60606

By: _____

Attn: Mark Neri

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

SHOWINGTIME.COM, INC.

2 N, Riverside, Suite 2300
Chicago, Illinois 60606

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

230 West Monroe, Suite 720
Chicago, IL 60605

By: William Z...

Attn: Mark Neri

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Real estate coordination program	6,973,432	12/6/2005
Real estate coordination program (Reissue of Patent 6,793,432)	RE43068	1/3/2012
Showing management system to automatically match and control electronic lockboxes	8,035,480	10/11/2011
System and method for utilizing sentiment based indicators in determining real property prices and days on market	12755472	4/7/2010
Integrated real estate showing scheduling and key dispensing system	12757142	4/9/2010
Showing management system to automatically match and control electronic lockboxes (Continuation of Patent 8,035,480)	8,145,352	3/27/2012
Method and apparatus for providing text messaging confirmation	13492816	6/9/2012
System and method for utilizing agent location information in managing real estate showings	13755510	1/31/2013
Service Notification and Alert System and Method	13839773	3/15/2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SHOWINGCART	85943436	
SHOWINGTIME	78714715	

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE