

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
Tacit Knowledge Inc.		12/11/2013	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Banking Corporation: FRANCE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	85859727	BIGG EYE
Serial Number:	85880216	TACIT KNOWLEDGE
Serial Number:	86090430	TRACKING THE PULSE OF DIGITAL COMMERCE
Serial Number:	85859728	
Serial Number:	86090429	

**CORRESPONDENCE DATA**

Fax Number: 2026638007  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2026638000  
 Email: dctm@pillsburylaw.com  
 Correspondent Name: Patrick J. Jennings  
 Address Line 1: 2300 N Street, N.W.  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	42802-141
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CH \$140.00 85859727

NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	12/11/2013
<b>Total Attachments: 5</b> source=Newgistics - IP Security Agreement Trademarks (Tacit) (Executed)#page1.tif source=Newgistics - IP Security Agreement Trademarks (Tacit) (Executed)#page2.tif source=Newgistics - IP Security Agreement Trademarks (Tacit) (Executed)#page3.tif source=Newgistics - IP Security Agreement Trademarks (Tacit) (Executed)#page4.tif source=Newgistics - IP Security Agreement Trademarks (Tacit) (Executed)#page5.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of December 11, 2013 (the “**Effective Date**”) between each of the signatories hereto (collectively, the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

**RECITALS:**

**WHEREAS**, reference is made to that certain Pledge and Security Agreement, dated as of December 11, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

**WHEREAS**, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

**NOW, THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

**Section 1. Grant of Security.** As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

All United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, in each case, that are subject to legal protection under the laws of the United States or any state within the United States, including but not limited to (i) the registrations and applications referred to in Schedule 1 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

**Section 2. Recordation.** The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**Section 3. Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

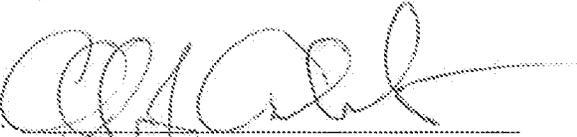
**Section 4. Governing Law.** This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

**Section 5. Conflict Provision.** This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

TACIT KNOWLEDGE, INC.,  
as Grantor

By: 

Name: Chris Andrasick

Title: President and Secretary

BNP PARIBAS, as Collateral Agent

By: 

Name: David Sommer  
Title: Managing Director

By: 

Name: Claudia DeSimio  
Title: Director

[Signature page to Intellectual Property Security Agreement (Trademarks)]

**TRADEMARK**  
**REEL: 005171 FRAME: 0746**

SCHEDULE 1 TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	Trademarks	Filing Date	Status	Serial No.
Tacit Knowledge Inc.	BIGG EYE	2/25/2013	Published	85/859,727
Tacit Knowledge Inc.	TACIT KNOWLEDGE	3/19/2013	Pending	85/880,216
Tacit Knowledge Inc.	TRACKING THE PULSE OF DIGITAL COMMERCE	10/14/2013	Pending	86/090,430
Tacit Knowledge Inc.		2/25/2013	Pending	85/859,728
Tacit Knowledge Inc.		10/14/2013	Pending	86/090,429