

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
GEARY LSF GROUP, INC.	FORMERLY LSF Group, Inc.	12/09/2013	CORPORATION: DELAWARE
GEARY GROUP, INC.	FORMERLY Geary Interactive, Inc.	12/09/2013	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
Serial Number:	85837372	ENGAGE DIGITAL
Serial Number:	85837354	ENGAGE
Registration Number:	3891604	GEARY GROUP
Registration Number:	3903568	DEGREE SCOUT

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 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

CH \$115.00 85837372

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 305948-181 GEARY B'ERS

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 12/16/2013

**Total Attachments: 4**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 9, 2013 by and among **AGILITY CAPITAL II, LLC** ("Lender") and **GEARY LSF GROUP, INC.**, a Delaware corporation formerly known as LSF Group, Inc. ("Geary") and **GEARY GROUP, INC.**, a Delaware corporation formerly known as Geary Interactive, Inc ("Group") (Geary and Group, each a "Grantor", and collectively, "Grantors").

**RECITALS**

Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Grantors (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 Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

**NOW, THEREFORE**, each Grantor agrees as follows:

**AGREEMENT**

To secure performance of Grantors' 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 Grantors:

655 Montgomery Street, Suite 1600  
San Francisco, CA 94111  
Attn:

**GEARY LSF GROUP, INC.**

By: [Signature]  
Title: CFO

**GEARY GROUP 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

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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>
ENGAGE DIGITAL	85/837,372	01/31/13
ENGAGE	85/837,354	01/31/13
GEARY GROUP	3,891,604	12/14/10
DEGREE SCOUT	3,903,568	01/11/11