

## 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
GLOBAL VILLAGE CONCERNS, INC.		01/31/2014	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: 3			
Property Type	Number	Word Mark	
Registration Number:	4378407	GLOBAL VILLAGE CONCERNS	
Registration Number:	4256361	INCREDIBLE MASCOTS	
Registration Number:	4256360	B1 SELF	
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:	305948-182 GVC		

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NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	02/03/2014
<b>Total Attachments: 4</b> source=Global Village Concerns signed IPSA#page1.tif source=Global Village Concerns signed IPSA#page2.tif source=Global Village Concerns signed IPSA#page3.tif source=Global Village Concerns signed IPSA#page4.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 31, 2014 by and between **AGILITY CAPITAL II, LLC**, a California limited liability company ("**Lender**") and **GLOBAL VILLAGE CONCERNS, 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**

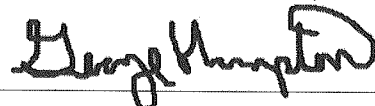
To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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:

6142 Nancy Ridge Drive, Suite 101  
San Diego, CA 92121  
Attn:

**GLOBAL VILLAGE CONCERNS, INC.**

By:   
Title: George Hampton

Address of Lender:

812 Anacapa Street, Suite A  
Santa Barbara, CA 93101

**AGILITY CAPITAL II, LLC**

By:   
Title: MANASIUS PARTNER

**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**

<b>Title</b>	<b>Application / Patent Number</b>	<b>Filing / Issue Date</b>
Systems and methods for generation of a registry in an online store	13/756,513	01/31/13
Systems and methods for generation of an online store	13/756,510	01/31/13
Systems and methods for generation of an online store	13/840,620	03/15/13
Systems and methods for generation of a registry in an online store	PCT/US/13/24237	01/31/13
Systems and methods for analyzing data related to online branding and fundraising	TBD	TBD

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
GLOBAL VILLAGE CONCERNS	4,378,407	08/06/13
INCREDIBLE MASCOTS	4,256,361	12/11/12
B1 SELF	4,256,360	12/11/12