TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ascentium Corporation		02/27/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, M/C 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85930732	TRANSACTIONAL BRAND MOMENT
Registration Number:	3937870	THE EXPERIENCE AGENCY
Registration Number:	3875499	A ASCENTIUM
Registration Number:	3966769	A PURE THEORY OF MARKETING
Registration Number:	3638050	ART OF THE POSSIBLE
Registration Number:	3028535	ASCENTIUM

OP $165.00 85930732

CORRESPONDENCE DATA

Fax Number: 7349302494

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

Phone: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	03/06/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(ASCENTIUM CORPORATION)

This Intellectual Property Security Agreement is entered into as of February 27, 2014, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and **ASCENTIUM CORPORATION,** a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations ("Financial Accommodations") to Grantor and **ASCENTIUM INC.**, a company existing under the *Business Corporations Act* (Ontario) ("Ascentium Canada") pursuant to a Loan Agreement made as of February 27, 2014, among Bank, Grantor, and Ascentium Canada, as amended, restated, replaced and supplemented from time to time.

B. Bank is willing to make the Financial Accommodations to Grantor and Ascentium Canada, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations. Grantor executed and delivered to Bank that certain General Security Agreement dated as of even date herewith (the "Security Agreement"). Capitalized terms used herein are used as defined in the Security Agreement.

C. Pursuant to the terms of the Security 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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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In the event of any conflict between the provisions hereunder and the provisions of the Loan Agreement then, notwithstanding anything contained in this Intellectual Property Security Agreement, the provisions contained in the Loan Agreement shall prevail and the provisions of this Intellectual Property Security Agreement will be deemed to be amended to the extent necessary to eliminate such conflict. If any act or omission of the Debtor is expressly permitted under the Loan Agreement but is expressly prohibited hereunder, such act or omission shall be permitted. If any act or omission is expressly prohibited hereunder, but the Loan Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed hereunder but the Loan Agreement does not expressly relieve the Debtor from such performance, such circumstance shall not constitute a conflict between the applicable provisions hereunder and the provisions of the Loan Agreement.

This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Intellectual Property Security Agreement. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

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TRADEMARK
REEL: 005233 FRAME: 0789

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.

Address of Grantor:

Ascentium Corporation
1000 1st Avenue, S., 6th Floor
Seattle, Washington 98134
Fax: _____
Attn: _____

GRANTOR:

ASCENTIUM CORPORATION, a Delaware corporation

By: _____
Name: Colleen McCann-Gillop
Title: CFO

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Doug Hollenbeck
Fax: (425) 452-2510

BANK:

COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada)

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement (3146358)]

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.

Address of Grantor:

Ascentium Corporation
1000 1st Avenue, S., 6th Floor
Seattle, Washington 98134
Fax: _____
Attn: _____

GRANTOR:

ASCENTIUM CORPORATION, a Delaware corporation

By: _____

Name: _____

Title: _____

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Doug Hollenbeck
Fax: (425) 452-2510

BANK:

COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada)

By: Omer Ahmed.

Name: OMER AHMED

Title: PORTFOLIO MANAGER

[Signature Page to Intellectual Property Security Agreement (3146358)]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TRANSACTIONAL BRAND MOMENT	85/930732	5/13/13	n/a	n/a
THE EXPERIENCE AGENCY	85/096842	7/30/10	3,937,870	3/29/11
A ASCENTIUM (and Design)	77/795893	8/3/09	3,875,499	11/16/10
A PURE THEORY OF MARKETING	77/674721	2/20/09	3,966,769	5/24/11
ART OF THE POSSIBLE	77/527907	7/22/08	3,638,050	6/16/09
ASCENTIUM	78/504471	10/22/04	3,028,535	12/13/05