

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300891

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3CInteractive Corp.		04/08/2014	CORPORATION: DELAWARE
Ultimate Access Solutions, Inc.		04/08/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3353 Peachtree Rd, NE, N. Tower, Ste. M10		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3678392	3CINTERACTIVE	
Serial Number:	85346681	XAAS	
Serial Number:	86054508	COLLECT2PHONE	
Serial Number:	86054497	COLLECT2CARD	
Serial Number:	86054484	CONNECT2TALK	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F149279		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	04/09/2014		

OP \$140.00 3678392

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of April 8, 2014 by and among (i) **SILICON VALLEY BANK** ("**Bank**") and (ii) **3CINTERACTIVE CORP.**, a Delaware corporation ("**3Cinteractive**") and **ULTIMATE ACCESS SOLUTIONS, INC.**, a Florida corporation ("**Ultimate**", and together with 3Cinteractive, individually and collectively, jointly and severally, the "**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement, dated as of the date hereof (as the same may be further 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 (as each term is described below) 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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 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.

[Signature page follows.]

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:

c/o 3Cinteractive Corp.
750 Park of Commerce Boulevard, Suite 400
Boca Raton, Florida 33487
Attn: Michael FitzGibbon & Scott A. Elk,
Esquire
Fax: (561) 431-0199
Email: mfitzgibbon@3cinteractive.com
selk@3cinteractive.com

3CINTERACTIVE CORP.

By: _____
Name: _____
Title: _____

ULTIMATE ACCESS SOLUTIONS, INC.

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

Silicon Valley Bank
3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, Georgia 30326
Attn: Mr. Andrew Kirk
Fax: (404) 467-4467
Email: akirk@svb.com

SILICON VALLEY BANK

By: Andrew Kirk
Name: ANDREW J. KIRK
Title: VICE PRESIDENT

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:

c/o 3Cinteractive Corp.
750 Park of Commerce Boulevard, Suite 400
Boca Raton, Florida 33487
Attn: Michael FitzGibbon & Scott A. Elk,
Esquire
Fax: (561) 431-0199
Email: mfitzgibbon@3cinteractive.com
selk@3cinteractive.com

3CINTERACTIVE CORP.

By: Mike Fitzgibbon
Name: Mike Fitzgibbon
Title: President

ULTIMATE ACCESS SOLUTIONS, INC.

By: Mike Fitzgibbon
Name: Mike Fitzgibbon
Title: President

BANK:

Address of Bank:

Silicon Valley Bank
3353 Peachtree Road, NE
North Tower, Suite M-10
Atlanta, Georgia 30326
Attn: Mr. Andrew Kirk
Fax: (404) 467-4467
Email: akirk@svb.com

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

TRADEMARK

REEL: 005257 FRAME: 0147

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>	<u>Registrant</u>
None	None	None	None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
System and method for facilitating a transaction between an enterprise and a person using a mobile device (AXIOM)	US 13/491,632	08/04/2012	
System and method for facilitating a transaction between an enterprise and a person using a mobile device (AXIOM)	US 12/48742	07/28/2012	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
3C	---		
3Cinteractive	US 3678392	09/08/2009	
XAAS	US 85346681	08/20/2013	
Collect2Phone	US 86054508	09/03/2013	
Collect2Card	US 86054497	09/03/2013	
Connect2Talk	US 86054484	09/03/2013	
Shoutbox	---		

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Registrant</u>
None	None	None	None

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