

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302480

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KNOTICE, LLC	FORMERLY K-OH ACQUISITION, LLC	03/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, NATIONAL ASSOCIATION		
Street Address:	55 Almaden Boulevard		
Internal Address:	Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3678346	CONCENTRI	
Registration Number:	3345949	WHERE IT ALL CLICKS	
Registration Number:	3345868	KNOTICE	
Registration Number:	3413235	KNOTICE	
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:	305983-1114 IGNITIONONEKO		
NAME OF SUBMITTER:	ERIN O'BRIEN		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	04/23/2014		

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Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 19, 2014 (this "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and KNOTICE, LLC F/K/A K-OH ACQUISITION, LLC, a Delaware limited liability company ("Knotice") is made with reference to that certain Loan and Security Agreement, dated as of December 20, 2013 by and among Lender, IgnitionOne, Inc., a Delaware corporation ("IgnitionOne") and Netmining LLC, a Delaware limited liability company ("Netmining", together with IgnitionOne and Knotice, the "Borrowers") (as amended from time to time, the "Loan Agreement"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

Pursuant to that certain Consent and Amendment to Loan and Security Agreement dated as of March 19, 2014, by and among Borrowers and Lender, for good and valuable consideration, receipt of which is hereby acknowledged, Knotice ("Grantor") hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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;

(h) 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;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any permit, lease, license contract or other agreement held by Grantor to the extent that any applicable law thereto prohibits the creation of a lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the Code or any other applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

KNOTICE, LLC

By: IGNITIONONE, INC.,
its sole Manager

By: 

Name: Scott Levine

Title: Chief Financial Officer

LENDER:

BRIDGE BANK NATIONAL ASSOCIATION

By: 

Name: Christian Pedraza

Title: SVP

Address for Notices:

c/o IgnitionOne, Inc.
32 Avenue of the Americas
New York, NY 10013
Attn: Chief Financial Officer
Fax: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Registration Number:</u>	<u>US Serial Number</u>	<u>Registration Date:</u>
CONCENTRI	3,678,346		09/08/09
WHERE IT ALL CLICKS	3,345,949		11/27/07
KNOTICE	3,345,868		11/27/07
KNOTICE (logo)	3,413,235		04/15/08

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Serial Number:</u>	<u>Issue Date</u>	<u>Application Date</u>
Platform for communicating across multiple communication channels		12/157,218		06/09/08
System for conducting user-specific promotional campaigns using multiple communications device platforms (<i>abandoned</i>)		09/952,535		09/13/01