

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM315911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IPXI Holdings, LLC		08/27/2014	LIMITED LIABILITY COMPANY: DELAWARE
Intellectual Property Exchange International, Inc.		08/27/2014	CORPORATION: DELAWARE
IPXI Technologies, LLC		08/27/2014	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	IPE Investment Holdings Inc.
<b>Street Address:</b>	40 West 57th Street, 4th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	DerivaTech Corporation
<b>Street Address:</b>	400 LaSalle Street, 7th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60605
<b>Entity Type:</b>	CORPORATION: ILLINOIS
<b>Name:</b>	Philips IP Exchange Inc.
<b>Street Address:</b>	High Tech Campus 44
<b>City:</b>	Eindhoven
<b>State/Country:</b>	NETHERLANDS
<b>Postal Code:</b>	5656 AE
<b>Entity Type:</b>	CORPORATION: DELAWARE
<b>Name:</b>	Ocean Tomo, LLC
<b>Street Address:</b>	200 West Madison, 37th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS

TRADEMARK

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3716903	IPX INTERNATIONAL
Registration Number:	3905737	IPXI
Registration Number:	3984513	TRADING INNOVATION
Serial Number:	85930860	IPXI
Serial Number:	85712488	
Serial Number:	85723810	ULR
Serial Number:	86289360	IPXI TRADING INNOVATION

**CORRESPONDENCE DATA**

Fax Number: 3122585600

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-258-5724

Email: cbollinger@schiffhardin.com

Correspondent Name: Chris L. Bollinger

Address Line 1: P.O. Box 06079

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 09865-0318

NAME OF SUBMITTER: Chris L. Bollinger

SIGNATURE: /Chris L. Bollinger/

DATE SIGNED: 09/03/2014

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 27 day of August, 2014, by the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), in favor of IPE Investment Holdings Inc., a Delaware corporation, DerivaTech Corporation, an Illinois corporation, Philips IP Exchange Inc., a Delaware corporation, and Ocean Tomo, LLC, an Illinois limited liability company, the secured parties (collectively, the "Secured Parties") under the below-described Security Agreement.

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Securities Purchase Agreement dated as of August 27, 2014 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Purchase Agreement") by and among IPXI Holdings, LLC, a Delaware limited liability company ("Parent"), and Secured Parties, Parent has agreed to sell, and Secured Parties have agreed to purchase, certain Notes and Warrants, and

WHEREAS, in order to induce the Secured Parties to enter into the Purchase Agreement and to purchase the Notes and Warrants as provided for in the Purchase Agreement, Grantors have executed and delivered to Secured Parties that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Secured Parties this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to each Secured Party a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

- (c) all reissues, continuations or extensions of the foregoing;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interests created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Parties pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Parties with respect to their respective security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Parties with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Secured Parties unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from any Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Purchase Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Purchase Document clearly requires otherwise, references to the plural include the

singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Purchase Document refer to this Trademark Security Agreement or such other Purchase Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Purchase Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Purchase Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Purchase Document to the satisfaction or repayment in full of the Secured Obligations shall mean the repayment in full in cash of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Purchase Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IPXI HOLDINGS, LLC, a Delaware  
limited liability company

By: 

Name: Gerard J. Pannekoek  
Title: President and CEO

INTELLECTUAL PROPERTY  
EXCHANGE INTERNATIONAL, INC., a  
Delaware corporation

By: 

Name: Gerard J. Pannekoek  
Title: President and CEO

IPXI TECHNOLOGIES, LLC, a Delaware  
limited liability company

By: 

Name: Gerard J. Pannekoek  
Title: President and CEO

**SCHEDULE I**

**To**

**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Intellectual Property Exchange International, Inc.	Australia	IPXI	Reg. No. 1177320	27-Aug- 13
Intellectual Property Exchange International, Inc.	Canada	IPXI	App. No. 1641386	28-Aug- 13
Intellectual Property Exchange International, Inc.	China	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	European Community	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	Hong Kong	IPXI	302719549	28-Aug- 13
Intellectual Property Exchange International, Inc.	International / Madrid Protocol	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	Japan	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	Korea, Republic of	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	Singapore	IPXI	App. No. A0037692	27-Aug- 13
Intellectual Property Exchange International, Inc.	USA	IPXI	App. No. 85/930860	13-May- 13

Intellectual Property Exchange International, Inc.	USA	  IPX International with design	Reg. No. 3716903	24-Nov- 09
Intellectual Property Exchange International, Inc.	USA	IPXI	Reg. No. 3905737	11-Jan- 11
Intellectual Property Exchange International, Inc.	USA	TRADING INNOVATION	Reg. No. 3984513	28-Jun- 11
Intellectual Property Exchange International, Inc.	USA	  IPXI International with design	App. No. 85/712488	24-Aug- 12
Intellectual Property Exchange International, Inc.	USA	ULR	App. No. 85/723810	7-Sep-12
Intellectual Property Exchange International, Inc.	USA	  IPXI Trading Innovation design	App. No. 86/289360	22-May- 14



Trade Names

IPXI Holdings LLC

IPXI Technologies, LLC

Intellectual Property Exchange International, Inc.

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None