

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Plan Express, Inc		02/28/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3303 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75548564	PLAN EXPRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)527-4198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	mlaip@mckennalong.com		
<b>Correspondent Name:</b>	Patricia Rogers		
<b>Address Line 1:</b>	303 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 5300		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	09875.0113		
<b>NAME OF SUBMITTER:</b>	Patricia Rogers		
<b>Signature:</b>	/progers/		
<b>Date:</b>	03/03/2006		

CH \$40.00 75548564

**Total Attachments: 5**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated as of the Effective Date, is between SILICON VALLEY BANK ("Bank") and PLAN EXPRESS, INC. ("Grantor").

RECITALS

A. Bank will make Credit Extensions to Grantor as defined in the Loan and Security Agreement (the "Loan Agreement") of even date herewith between Grantor and Bank, but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents and Mask Works.

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all of Grantor's Collateral.

C. Terms not otherwise defined herein shall be as defined in the Loan Agreement.

AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its presently existing and later acquired Intellectual Property (as defined below). "Intellectual Property" shall mean: (a) Copyrights, Trademarks, Patents and Mask Works (as defined below), including amendments, renewals, extensions, and all licenses, or other rights to use and all license fees and royalties from the use; (b) any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held; (c) all design rights which may be available to Grantor now or later created, acquired or held; (d) any claims for damages (past, present or future) for infringement of any of the rights above; with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and (e) all proceeds and products of the foregoing, including all insurance, indemnity or warranty payments. "Copyrights" shall mean all copyright rights, applications or registrations and like protections in each work of authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created acquired or held, and including, without limitation, those Copyrights listed on Exhibit A hereto. "Patents" shall mean patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including, without limitation those Patents listed on Exhibit B hereto. "Trademarks" shall mean trademark and servicemark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of an assignor or owner connected with such trademarks, and including, without limitation, those Trademarks listed on Exhibit C hereto. "Mask Works" shall mean all mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation, those Mask Works set forth on Exhibit D hereto.

This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise its rights, powers or remedies in this Agreement, or the Loan Agreement, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:

SILICON VALLEY BANK

Michael Tolliver
(Signature)
Relationship Manager
(Title)

GRANTOR:

PLAN EXPRESS, INC

Antony Francis
Antony Francis
President / COO

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Application  
Number

Application  
Date

EXHIBIT C

Trademarks

Description

Application  
Number

Application  
Date

Plan Express

75548564

September 8, 1998

TRADEMARK

REEL: 003258 FRAME: 0535

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

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