

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Adteractive, Inc.		12/17/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 5th Ave.
Internal Address:	Fifth Avenue Plaza Floor 13, attn. Janet Sleeper
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104-3176
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3137865	ADTERACTIVE
Registration Number:	3305040	CHRISTIANFAMILYLOANS.COM
Registration Number:	3333052	LOWRATESOURCE
Registration Number:	3271421	RATEQUOTECENTRAL.COM
Registration Number:	3273017	CAREER EDUCATION FINDER
Registration Number:	3293427	DISCOUNT IT
Registration Number:	3273009	SITE REWARDS
Registration Number:	3310108	HOME PROJECT SOURCE
Registration Number:	3273015	LOCAL SATELLITE SOURCE
Registration Number:	3281054	LOCAL PROJECT SOURCE

CORRESPONDENCE DATA

Fax Number: (415)983-1200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 3137865

Phone: 415.983.1235
Email: gregory.hartman@pillsburylaw.com
Correspondent Name: Greg S. Hartman
Address Line 1: 50 Fremont St.
Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	044089-0000012
NAME OF SUBMITTER:	Gregory S. Hartman
Signature:	/Gregory S. Hartman/
Date:	01/06/2008

Total Attachments: 4

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("IP Security Agreement") is entered into as of December 17, 2007 by ADTERACTIVE, INC. a California corporation ("Adteractive" or "Grantor") in favor of BANK OF AMERICA, N.A. ("Bank") to secure all obligations of Adteractive to Bank.

RECITALS

A. Bank agreed to make certain advances of money and to extend certain financial accommodation to Adteractive (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Adteractive dated December 16, 2004 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; Capitalized terms that are used but not defined in this IP Security Agreement shall have the meanings assigned to them in the Loan Agreement).

B. Pursuant to the terms of that certain Security Agreement dated December 16, 2004, as amended, ("Adteractive Security Agreement"), Adteractive granted to Bank a security interest in all of Adteractive's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Bank advanced loans to Adteractive in accordance with the Loan Agreement and in reliance on, among other things, the Adteractive Security Agreement

C. In August, 2007 Bank agreed to provide additional financial accommodations in return for, among others, Adteractive amending the Adteractive Security Agreement to expand the security interest granted to Bank to include all of its general intangibles including, without limitation, copyrights, trademarks and patents to secure the obligations of Adteractive under the Loan Agreement.

D. On December 17, 2007, Adteractive identified specific registered copyrights, issued patents and registered trademarks (collectively, the "Specified IP Collateral") which are covered by the Adteractive Security Agreement. In order to reaffirm Bank's security interest in the Specified IP Collateral and to facilitate Bank's filing notice of its security interest in the Specified IP Collateral with certain governmental offices, Adteractive and Bank are entering into this IP Security Agreement

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 (including without limitation the Specified IP Collateral listed on Schedules 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 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 in this IP Security Agreement and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this IP Security 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.

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.

IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed by its officer duly authorized as of the first date written above.

Address of Grantor:

490 2nd Street
San Francisco, CA 94107

Attn: Gregory P. G. Wharton, General Counsel

GRANTOR:

ADTERACTIVE, INC.

By: 

Sy Fahimi

Title: Chief Executive Officer

EXHIBIT B

Patents

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>
Online Abandonment Recovery	60/829,272	10/12/2006
"PJE"	No number yet; to be filed in January 2008	
Online Sales Leads Generation	10/852,831	05/24/2004
Management Of Online Generated Sales Leads Using Aggregation Hub	10/950,280	09/23/2004
Online Sales Leads Generation	10/857,562	05/28/2004
Heartbeat Cookie	No number yet; to be filed in January 2008	
Online Abandonment Recovery	11/871,917	10/12/2007
Online Abandonment Recovery	PCT/US07/81299	10/12/2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Adteractive	3,137,865	09/05/2006
ChristianFamilyLoans	3,305,040	10/02/2007
Lowratesource	3,333,052	11/06/2007
AMPP	N/A	
Freegiftworld	N/A	
Ratequotecentral.com	3,271,421	07/31/2007
CareerEducationFinder	3,273,017	07/31/2007
Discount It	3,293,427	09/18/2007
Site Rewards	3,273,009	07/31/2007
Exit 180	N/A	
Home Project Source	3,310,108	10/09/2007
Local Satellite Source	3,273,015	07/31/2007
Local Project Source	3,281,054	08/14/2007
Expert Debt Solutions	N/A	