

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
REVENUE SCIENCE, INC.	FORMERLY DIGIMINE, INC.	03/02/2001	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 E. Trimble Road
Internal Address:	MC 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Texas Banking Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78869576	SEARCH RE-TARGETING
Serial Number:	78869571	TRUECLICK
Serial Number:	78500195	BEHAVIORAL SYNDICATION NETWORK
Registration Number:	3319619	BEHAVIORAL SYNDICATION
Registration Number:	3116104	
Registration Number:	3116103	
Serial Number:	78422145	TRUSTED PRIVACY
Registration Number:	3013930	DELIVER THE AUDIENCE. DRIVE THE REVENUE.
Registration Number:	2973310	REVENUE SCIENCE

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403

CH \$240.00 78869576

Email: erin.obrien@cooley.com
Correspondent Name: Erin O'Brien
Address Line 1: c/o Cooley Godward Kronish LLP
Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1112 REV SCI
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/23/2008

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 2, 2001 by and between IMPERIAL BANK ("Bank") and DIGIMINE, INC., a Washington corporation, formerly known as MinePoint.com, Inc. ("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 by and between Bank and Grantor dated of even date herewith (as the same may be 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 and Patents 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 and under all other agreements now existing or hereafter arising between Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks 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 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 Intellectual Property 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DIGIMINE, INC.

Address of Grantor:

11250 Kirkland Way, Suite 201
Kirkland, WA 98033

Attn: Chief Financial Officer

By: U. M. FAYYAL
Title: President & CEO

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: [Signature]
Title: Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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EXHIBIT B**Patents**

Description	Patent / Serial Number	Issue / Application Date
Accepting bids to advertise to users performing a specific activity	7,299,195	11/20/07
Optimized a priori techniques	7,194,477	03/20/07
Parsing navigation information to identify occurrences of events of interest	7,117,193	10/03/06
Parsing navigation information to identify interactions based on the times of their occurrences	7,107,338	09/12/06
Identifying and reporting on frequent sequences of events in usage data	7,051,029	05/23/06
Parsing navigation information to identify interactions based on the times of their occurrences	7,035,925	04/25/06
Importing data using metadata	6,993,529	01/31/06
Parsing navigation information to identify occurrences corresponding to defined categories	6,917,972	07/12/05
Method and system for parsing navigation information	6,873,981	03/29/05
Visualizing automatically generated segments	6,871,196	03/22/05
Method and system for parsing navigation information	6,785,666	08/31/04
Method and system for parsing navigation information	10320091	12/16/2002
Method and system for parsing navigation information	10320171	12/16/2002
Method and system for parsing navigation information	10320288	12/16/2002

EXHIBIT C**Trademarks**

Description	Registration/ Application Number	Registration/ Application Date
Search Re-Targeting	78/869,576	04/25/06
Trueclick	78/869,571	04/25/06
Behavioral Syndication Network	78/500,195	10/14/04
Behavioral Syndication	3,319,619	10/23/07
(design only)	3,116,104	07/18/06
(design only)	3,116,103	07/18/06
Trusted Privacy	78/422,145	05/20/04
Deliver the Audience. Drive the Revenue.	3,013,930	11/08/05
Revenue Science	2,973,310	07/19/05
Digimine	2,817,734	02/24/04

THIRD AMENDMENT
TO
LOAN AND SECURITY AGREEMENT

This Third Amendment to Loan and Security Agreement is entered into as of June 13, 2003 (the "Amendment"), by and between COMERICA BANK – CALIFORNIA, successor in interest to Imperial Bank ("Bank"), and DIGIMINE, INC. ("Borrower").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of March 2, 2001, as amended, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of April 5, 2002, and that certain Second Amendment to Loan and Security Agreement dated as of April 17, 2003 (collectively, the "Loan and Security Agreement"), that certain Intellectual Property Security Agreement dated as of March 2, 2001, that certain Warrant issued by Borrower for the benefit of Bank dated as of March 2, 2001, that certain Warrant issued by Borrower for the benefit of Bank dated as of April 5, 2002, that certain Securities Account Control Agreement by and among Borrower, Bank and Monarch Funds dated April 5, 2001, that certain Securities Account Control Agreement by and among Borrower, Bank and Comerica Securities, Inc. dated April 5, 2003, that certain Pledged Account Collateral Agreement by and among Borrower, Bank and CIBC World Markets Corp. (collectively, with the Loan and Security Agreement and all other documents executed in connection with the Loan and Security Agreement and the aforementioned documents, the "Loan Documents"). Each of the Loan Documents refers to Borrower as "DIGIMINE, INC.". Borrower has changed its name as reflected in Appendix I attached hereto, and this Amendment corrects the name of Borrower in each of the Loan Documents.

NOW, THEREFORE, the parties agree as follows:

1. All references in the Loan Documents to "DIGIMINE, INC." shall mean and refer to "REVENUE SCIENCE, INC.". Any reference in the Loan Documents to "Borrower", "the undersigned", "grantor" or other terms that refer to DIGIMINE, INC. shall mean and refer to REVENUE SCIENCE, INC.
2. The Collateral Exhibit A attached to the Loan and Security Agreement is hereby amended and replaced in its entirety with the Collateral Exhibit A attached hereto, which is incorporated therein by this reference.
3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the Agreement, as in effect prior to the date hereof. Borrower ratifies and reaffirms the continuing effectiveness of all promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements entered into in connection with the Agreement.
4. Borrower represents and warrants that the representations and warranties contained in the Agreement are true and correct as of the date of this Amendment, and that no Event of Default has occurred and is continuing.
5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.
6. As a condition to the effectiveness of this Amendment, Bank shall have received, in form and substance satisfactory to Bank, the following:

- (a) this Amendment, duly executed by Borrower;

(b) a UCC amendment form reflecting Borrower's name change and the revised Collateral Exhibit A attached hereto;


(c) Corporate Resolutions to Borrow;

(d) an amount equal to all Bank Expenses incurred through the date of this Amendment; and

(e) such other documents, and completion of such other matters, as Bank may reasonably deem necessary or appropriate.

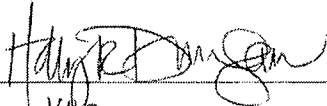
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

REVENUE SCIENCE, INC.

By: 

William Gossman, Secretary

COMERICA BANK - CALIFORNIA

By: 

Title: VPO

APPENDIX I

[ARTICLES OF AMENDMENT CERTIFIED BY THE OFFICE
OF THE WASHINGTON SECRETARY OF STATE]

602-010-795

150-1597.0
2003

MC

FILED
SECRETARY OF STATE
MAY 29 2003
STATE OF WASHINGTON

ARTICLES OF AMENDMENT
OF
DIGIMINE, INC.

The following Articles of Amendment are executed by the undersigned, a Washington corporation:

1. The name of the corporation is digiMine, Inc.
2. Article I of the Fourth Amended and Restated Articles of Incorporation of this corporation is amended to read as follows:

"The name of the corporation is Revenue Science, Inc. (the "Corporation")."

3. The date the amendment was adopted is May 27, 2003.
4. The amendment was duly adopted by the Board of Directors of the corporation. Shareholder action was not required pursuant to the provisions of RCW 23B.10.020(5).

These Articles of Amendment are executed by the corporation by its duly authorized officer.

Dated: May 27, 2003

DIGIMINE, INC.

By: *Paul Bialek*
Paul Bialek
Chief Financial Officer, Treasurer, and
Secretary

Validation
Val: 05/29/2003 - 203965
450.00 on 05/29/2003
Doc# - 05/29/2003 - 19857

DEBTOR: REVENUE SCIENCE, INC.

SECURED PARTY: COMERICA BANK-CALIFORNIA

EXHIBIT A

COLLATERAL DESCRIPTION ATTACHMENT
TO LOAN AND SECURITY AGREEMENT

All personal property of Borrower (herein referred to as "Borrower" or "Debtor") whether presently existing or hereafter created or acquired, and wherever located, including, but not limited to:

(a) all accounts (including health-care-insurance receivables), chattel paper (including tangible and electronic chattel paper), deposit accounts, documents (including negotiable documents), equipment (including all accessions and additions thereto), general intangibles (including payment intangibles and software), goods (including fixtures), instruments (including promissory notes), inventory (including all goods held for sale or lease or to be furnished under a contract of service, and including returns and repossessions), investment property (including securities and securities entitlements), letter of credit rights, money, and all of Debtor's books and records with respect to any of the foregoing, and the computers and equipment containing said books and records;

(b) all common law and statutory copyrights and copyright registrations, applications for registration, now existing or hereafter arising, in the United States of America or in any foreign jurisdiction, obtained or to be obtained on or in connection with any of the foregoing, or any parts thereof or any underlying or component elements of any of the foregoing, together with the right to copyright and all rights to renew or extend such copyrights and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of copyright;

(c) all trademarks, service marks, trade names and service names and the goodwill associated therewith, together with the right to trademark and all rights to renew or extend such trademarks and the right (but not the obligation) of Secured Party to sue in its own name and/or in the name of the Debtor for past, present and future infringements of trademark;

(d) all (i) patents and patent applications filed in the United States Patent and Trademark Office or any similar office of any foreign jurisdiction, and interests under patent license agreements, including, without limitation, the inventions and improvements described and claimed therein, (ii) licenses pertaining to any patent whether Debtor is licensor or licensee, (iii) income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (iv) right (but not the obligation) to sue in the name of Debtor and/or in the name of Secured Party for past, present and future infringements thereof, (v) rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for, and (vi) reissues, divisions, continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing; and

(e) any and all cash proceeds and/or noncash proceeds of any of the foregoing, including, without limitation, insurance proceeds, and all supporting obligations and the security therefor or for any right to payment. All terms above have the meanings given to them in the California Uniform Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code-Secured Transactions, added by Stats. 1999, c.991 (S.B. 45), Section 35, operative July 1, 2001.