

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Firm58, Inc.		11/13/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	North Bridge Venture Partners VI, L.P.,as agent		
Street Address:	950 Winter Street, Suite 4600		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	New World 2007, L.P.		
Street Address:	950 Winter Street, Suite 4600		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	North Bridge Venture Partners VI, L.P.		
Street Address:	950 Winter Street, Suite 4600		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77790569	UNIFYING THE FINANCIAL ENTERPRISE	
Serial Number:	77781733	FIRM58	

CH \$65.00 77790569

CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120310 - 155481
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	11/18/2009

Total Attachments: 9
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Intellectual Property Security Agreement

This Intellectual Property Security Agreement is entered into as of November 13, 2009, between Firm58, Inc., a Delaware corporation (the "Grantor"), the secured parties listed on the signature pages hereto (the "Secured Parties") and North Bridge Venture Partners VI, L.P., in its capacity as agent for the Secured Parties (the "Agent"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement as defined below.

RECITALS

A. The Secured Parties have 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 the Note Purchase Agreement of even date herewith by and among the Grantor and the Secured Parties (the "Purchase Agreement"). The Secured Parties are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to the Agent, on behalf of the Secured Parties, a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of Grantor under that certain Security Agreement of even date herewith by and among the Grantor, the Agent and the Secured Parties, as the same may be amended, modified or supplemented from time to time (the "Security Agreement").

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, on behalf of the Secured Parties, 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 and sufficiency 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 Security Agreement and the Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Security Agreement and the Purchase Agreement, Grantor grants and pledges to the Agent, on behalf of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those patents, trademarks, service marks and copyrights listed on Schedules A, B and C hereto), together with all goodwill of the business symbolized by the trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits).

This security interest is granted in conjunction with the security interest granted to the Agent, on behalf of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties and the Agent with respect to the security interest granted hereby are in

addition to those set forth in the Security Agreement and the other Transaction Documents (as defined in the Purchase Agreement), and those which are now or hereafter available to the Secured Parties or the Agent as a matter of law or equity. Each right, power and remedy of the Secured Parties or the Agent provided herein or in the Security Agreement or any of the Transaction 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 the Secured Parties or the Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, of any or all other rights, powers or remedies.

Any action authorized or required herein to be undertaken by the Secured Parties as a group shall be undertaken with the approval of each Secured Party.

[Signature Pages Follow]

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

GRANTOR:

FIRM58, INC

By: 

Dominic Fera
President and CEO

Address of Grantor:
130 South Jefferson Street, Second Floor
Chicago, IL 60661

Signature Page to IP Security Agreement

TRADEMARK
REEL: 004098 FRAME: 0308

AGENT:

NORTH BRIDGE VENTURE PARTNERS VI, L.P.

**By: North Bridge Venture Management VI, L.P.
Its General Partner**

**By: NBVM GP, LLC
Its General Partner**

By:  _____

Signature Page to IP Security Agreement

**TRADEMARK
REEL: 004098 FRAME: 0309**

SECURED PARTIES:

NORTH BRIDGE VENTURE PARTNERS VI, L.P.

By: North Bridge Venture Management VI, L.P.
Its General Partner

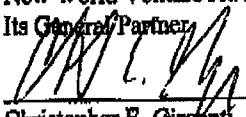
By: NBVM GP, LLC
Its General Partner

By:  _____

SECURED PARTIES:

NEW WORLD 2007, L.P.

By: New World Venture Advisors, L.L.C.
Its General Partner

By: 

Christopher E. Girgenti
Managing Director

Signature Page to IP Security Agreement

SCHEDULE A

PATENTS, PATENT APPLICATIONS AND LICENSES

PATENTS - None

PATENT APPLICATIONS - None

PATENT LICENSES - None

SCHEDULE B

**TRADEMARK AND SERVICE MARK REGISTRATIONS, APPLICATIONS AND
LICENSES**

TRADEMARK REGISTRATIONS - None

TRADEMARK APPLICATIONS

- U.S. TRADEMARK APPLICATION NO. 77790569 - UNIFYING THE
FINANCIAL ENTERPRISE - 0120331-004
- U.S. TRADEMARK APPLICATION NO. 77781733 - FIRM58 - 0120331-001

TRADEMARK LICENSES - None

SERVICE MARK REGISTRATIONS - None

SERVICE MARK APPLICATIONS - None

SERVICE MARK LICENSES - None

SCHEDULE C

COPYRIGHT REGISTRATIONS, APPLICATIONS AND LICENSES

COPYRIGHT REGISTRATIONS - None

APPLICATIONS FOR COPYRIGHT REGISTRATION - None

COPYRIGHT LICENSES - None