

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
QPONIX, LLC		03/25/2010	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	Meijer, Inc.		
Street Address:	2929 Walker Ave., NW		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49544		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3637876	QPONIX	
Registration Number:	3704380	ADGETIX	
CORRESPONDENCE DATA			
Fax Number:	(312)984-7700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-372-2000		
Email:	chicago_ip_docket@mwe.com, jmikulina@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Jennifer Mikulina		
Address Line 1:	227 W. Monroe Street		
Address Line 2:	Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606-5096		
ATTORNEY DOCKET NUMBER:	14853-010		
NAME OF SUBMITTER:	Jennifer M. Mikulina		

CH \$65.00 3637876

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**TRADEMARK
 REEL: 004209 FRAME: 0231**

Signature:	/Jennifer M. Mikulina/
Date:	05/19/2010
Total Attachments: 12 source=meijer agreement#page1.tif source=meijer agreement#page2.tif source=meijer agreement#page3.tif source=meijer agreement#page4.tif source=meijer agreement#page5.tif source=meijer agreement#page6.tif source=meijer agreement#page7.tif source=meijer agreement#page8.tif source=meijer agreement#page9.tif source=meijer agreement#page10.tif source=meijer agreement#page11.tif source=meijer agreement#page12.tif	

SECURITY AGREEMENT

This Security Agreement (the "Agreement") dated as of March 26, 2010, between QPONIX, LLC, a Michigan limited liability company, with its principal place of business at c/o Fry, Inc., 650 Avis Drive, Ann Arbor, Michigan 48108 (the "Debtor"), and Meijer, Inc., a Michigan corporation (the "Secured Party"). Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in the Loan Agreement (as defined below).

WHEREAS, the Debtor is indebted to the Secured Party pursuant to a Loan Agreement dated as of September 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"); and

WHEREAS, the parties wish to provide for the terms and conditions upon which Debtor's liabilities under the Loan Agreement, the Loan Note and the other Loan Documents shall be secured; and

WHEREAS, this Agreement is made to secure the obligations of Debtor under the Loan Documents and in consideration of advances, credit or other financial accommodations now or hereafter being afforded to the Debtor by Secured Party.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto, intending legally to be bound hereto hereby agree as follows:

1. **DEFINITIONS.**

"Account", "Account Debtor", "Chattel Paper", "Deposit Accounts", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter of Credit Rights", "Proceeds" and "Tangible Chattel Paper" shall have the respective meanings assigned to such terms, as of the date of this Agreement, in the Michigan Uniform Commercial Code.

"Collateral" shall mean all of the property of Debtor described in Section 2 hereof, together with all other personal property of Debtor now or hereafter pledged to Secured Party to secure, either directly or indirectly, repayment of the Obligations.

"Obligations" or "Obligation" shall mean and include without limitation any and all of Debtor's indebtedness and/or liabilities to Secured Party of every kind, nature and description, direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Loan Documents.

2. **SECURITY INTEREST.**

As security for the payment or other satisfaction of all Obligations, Debtor hereby assigns to Secured Party and grants to Secured Party a continuing security interest in the

following property of Debtor, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located: (a) all Accounts of Debtor, (b) all Chattel Paper, Instruments, Documents and General Intangibles, including without limitation, (i) all patents and patent applications, including the patents and patent applications set forth in Exhibit A hereto and all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, (ii) all trademarks and trademark registrations, including the trademark registrations and applications set forth in Exhibit B hereto, together with the goodwill symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications, (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Debtor, including but not limited to the copyright registrations, applications and exclusive copyright licenses set forth in Exhibit C hereto, and all extensions and renewals thereof, (iv) all rights of any kind whatsoever of the Debtor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (v) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (vi) any and all claims, with respect to any of the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, (c) all Deposit Accounts, bank accounts, deposits and cash, except any Healthcare or Workers Compensation Deposit Account; (d) all Letter-of-Credit Rights to the extent relating to Accounts; (e) any other property of Debtor related to the foregoing (other than Inventory, real property, Equipment and Fixtures) now or hereafter in the possession, custody or control of Secured Party or any agent or any parent, affiliate or subsidiary of Secured Party or any participant with Secured Party in the Loans, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise); and (f) all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing property, including, without limitation, proceeds of all business interruption, credit or similar insurance policies, if any, insuring the foregoing property, all of Debtor's books and records relating to any of the foregoing, and any and all products and proceeds of the foregoing.

Except as defined herein, all terms used above shall have the meanings provided in the Michigan Uniform Commercial Code.

3. WARRANTIES AND COVENANTS.

Debtor warrants and agrees that:

A. All of the Collateral is and will at all times be owned by Debtor free and clear of all liens and security interests, except for (i) the security interests granted hereunder, and (ii) Permitted Liens (as defined in the Loan Agreement).

B. The office where Debtor keeps Debtor's books, records and accounts (or copies thereof) concerning the Collateral, Debtor's principal place of business and all of Debtor's other places of business, locations of Collateral, post office boxes and bank

accounts are as set forth in Exhibit D; Debtor shall promptly (but in no event less than ten (10) days prior thereto) advise Secured Party in writing of the proposed opening of any new place of business, the closing of any existing place of business, any change in the location of Debtor's books, records and accounts (or copies thereof) or the opening or closing of any post office box or bank account of Debtor. Debtor will execute and deliver to Lender such lockbox control agreements or deposit account control agreements as Lender may require in its sole discretion to perfect Lender's security interest in any such lockboxes or bank accounts established by Debtor in the United States.

C. The Collateral is and shall be kept only at the addresses set forth on the first page of this Agreement or on Exhibit B, and at other locations within the continental United States of which Secured Party has been advised by Debtor in writing. None of the Collateral will be removed from such location without the prior written notice to Secured Party.

D. Debtor shall maintain and keep, and will cause each Subsidiary to maintain and keep its properties (including, but not limited to, its Equipment), in good repair, working order and condition, normal wear and tear excepted, and from time to time Debtor will make and will cause each Subsidiary to make all needed and proper repairs, renewals, replacements, additions and proper repairs, renewals, replacements, additions and improvements thereto so that its business may be properly conducted at all times. Debtor will maintain and will cause each Subsidiary to maintain, with financially sound and reputable insurers, insurance with respect to its properties and business against such casualties and contingencies, of such types and in such amounts as is customary in the case of entities engaged in the same or similar businesses and similarly situated. Upon the request of Secured Party, original (or certified) copies of such policies of insurance or certificates of insurance shall be promptly delivered to Secured Party, together with evidence of payment of all premiums therefore shall contain an endorsement, in form and substance acceptable to Secured Party, showing loss under any credit insurance or business interruption insurance policy payable to Secured Party. Such endorsement, or an independent instrument furnished to Secured Party, shall provide that the insurance company shall give Secured Party at least thirty (30) days written notice before any such policy of insurance is canceled, and that no act, whether willful or negligent, or default of Debtor or any other Person shall affect the right of Secured Party to recover under any credit insurance policy of insurance in case of loss. In addition, if Debtor or any of its Subsidiaries has any business interruption insurance policies Debtor or such Subsidiary shall cause to be executed and delivered to Secured Party an assignment of proceeds of its business interruption insurance policies. Debtor hereby directs all insurers under all credit insurance policies and any business interruption insurance policies to pay all proceeds payable thereunder directly to Secured Party. Debtor irrevocably makes, constitutes and appoints Secured Party (and all officers, employees or agents designated by Secured Party) as Debtor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of Debtor or such Subsidiary on any check, draft, instrument or other item of payment for the proceeds of any credit insurance policies and business interruption insurance policies and making all determinations and decisions with respect to any payment obligations by any insurance provider under any credit insurance policies and business interruption insurance policies.

E. Debtor will not sell, lease, transfer, assign or otherwise dispose of any of the Collateral or any interest therein without the prior written consent of Secured Party in each instance or as otherwise permitted in the Loan Agreement or this Agreement or in the ordinary course of business.

F. Debtor will not permit any liens or security interests to attach to any of the Collateral, except those specified in Section 3A hereof or Permitted Liens.

G. Debtor will pay when due all taxes, license fees and assessments relating to the Collateral which are not being contested in good faith by Debtor and which, if unpaid, could result in a lien on the Collateral.

H. Debtor shall be liable to Secured Party for any expenditures by Secured Party for the maintenance and preservation of the Collateral, including but not limited to taxes, levies, insurance and reasonable repairs, and for the repossession, holding, preparation for sale, and the sale or other disposition, of the Collateral (including reasonable attorneys' and accountants' fees and expenses), as well as all damages for breach of warranty, misrepresentation, or breach of covenant by Debtor, and all such liabilities shall be included in the definition of Obligations herein, shall be secured by the security interest granted herein, and shall be payable upon demand.

I. Debtor will authenticate, execute and deliver to Secured Party such financing statements and any other documents required by Secured Party (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by Secured Party, including without limitation with the United States Patent and Trademark Office and with the United States Copyright Office) and do such other acts and things as Secured Party may deem necessary in its reasonable discretion, to perfect or maintain the security interest granted herein and the priority thereof or to effectuate the intent and purposes of this Agreement, including, without limitation, entering into any and all consents, certificates, documents, instruments, assignments, including, but not limited to, assignments of insurance policies covering the assets of Debtor, schedules, endorsements, powers of attorney, deeds, guarantees, indemnities, agreements, waivers (including, without limitation, a waiver of jury trial), amendments, consents, notices or other instruments. Debtor irrevocably hereby makes, constitutes and appoints Secured Party (and all Persons designated by Secured Party for that purpose) as Debtor's true and lawful attorney and agent-in-fact to execute such financing statements, documents and other agreements and instruments and do such other acts and things as may be necessary to preserve and perfect Secured Party's security interest in the Collateral, including without limitation, to file in any jurisdiction any initial financing statements and amendments thereto without the signature of Debtor or any other party that indicate that the Collateral is comprised of all assets of the Debtor or words of similar effect regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed and to file this Agreement in the United States Patent and Trademark Office and in the United States Copyright Office. Debtor further agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

J. Debtor will upon reasonable advance notice (and during normal business hours following the occurrence and continuance of an Event of Default without notice of any kind) allow Secured Party or its agents during normal business hours to examine and inspect the Collateral as well as Debtor's books and records, and to make extracts and copies of them. Debtor shall pay to Secured Party, on demand, all customary fees and out-of-pocket expenses incurred by Secured Party in connection with the foregoing.

K. Debtor will report, in form satisfactory to Secured Party, such information as Secured Party may reasonably request regarding the Collateral; such reports shall be for such periods, shall reflect Debtor's records as at such time and shall be rendered with such frequency as Secured Party may reasonably designate. All information heretofore or hereafter furnished by Debtor to Secured Party is or will be true and correct in all material respects as of the date with respect to which such information is or will be furnished.

L. Except to the extent permitted by the Loan Agreement, Debtor shall not become a party to any consolidation, merger, liquidation or dissolution, without the prior written consent of Secured Party.

M. Debtor's name is as set forth on the first page of this Agreement, and Debtor uses no other tradename or division name in the operation of Debtor's business. Debtor will give prior notice to Secured Party of any intended change of Debtor's name, or the use of any tradename or trade style, and will notify Secured Party when such change or use becomes effective.

N. Debtor has the right and power and is duly authorized to enter into and perform Debtor's obligations hereunder, and Debtor's execution, performance and delivery of this Agreement does not and will not conflict with the provisions of any statute, regulation, ordinance or rule of law, or with the provisions of any material agreement, contract or other document which may now or hereafter be binding on Debtor.

O. Debtor is not now in violation of, and will not violate any applicable federal, state, municipal or county statute, regulation or ordinance which could reasonably be expected to have a material adverse effect on the business, operations or properties of Debtor.

P. Debtor is duly organized and in good standing under the laws of the State of Michigan and is duly qualified and in good standing in all states where the nature and extent of the business transacted by it or the ownership of its assets make such qualification necessary, except where the failure to be so qualified could not reasonably be expected to have a material adverse effect on the business, operations or properties of Debtor.

Q. Debtor shall, at the request of Secured Party, indicate on its records concerning the Collateral a notation, in form satisfactory to Secured Party, of the security interest of Secured Party hereunder, and Debtor shall not without notice to Secured Party maintain duplicates or copies of such records at any address other than Debtor's principal place of business set forth on the first page of this Agreement.

R. There are no actions or proceedings pending or, to the knowledge of Debtor, threatened against Debtor which could reasonably be expected to have a material adverse effect on the business, operations or properties of Debtor, and Debtor shall promptly give written notice to Secured Party upon becoming aware of any such pending or threatened action.

S. Debtor is the owner of, or has contractual rights to, the Collateral subject to no pledge, lien, mortgage, hypothecation, security interest, charge, option, or other encumbrance whatsoever, except the liens and security interests created by the Loan Documents. The pledge and grant of the Collateral by Debtor creates a valid and perfected first priority security interest in the Collateral in favor of the Secured Party. Debtor is not subject to any contractual obligation restricting or limiting the ability of Debtor to pledge the Collateral pursuant to the terms hereof.

4. EVENTS OF DEFAULT.

All Obligations shall become immediately due and payable without notice or demand upon the occurrence and continuation of any of the Event of Default specified in Section 6.1(h) of the Loan Agreement. Upon the occurrence and continuation of any of the other Events of Default specified in the Loan Agreement, Secured Party may, without notice or demand to Debtor of any kind, accelerate the maturity of all of the Obligations, which shall immediately thereupon become due and payable in full.

5. RIGHTS AND REMEDIES.

Upon the occurrence and continuance of an Event of Default, Secured Party may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code and any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement or in any other agreements between Secured Party and Debtor and all of Secured Party's rights and remedies shall be cumulative and non-exclusive to the extent permitted by law. In particular, but not by way of limitation of the foregoing, Secured Party may, without notice, demand or legal process of any kind, take possession of any or all of the Collateral (in addition to Collateral of which it already has possession), wherever it may be found, and for that purpose may pursue the same wherever it may be found, and may enter onto any of Debtor's premises where any of the Collateral may be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and Secured Party shall have the right to store the same at any of Debtor's premises without cost to Secured Party. At Secured Party's request, Debtor shall, at Debtor's expense, assemble the Collateral and make it available to Secured Party at one or more places to be designated by Secured Party and reasonably convenient to Secured Party and Debtor. Debtor recognizes that if Debtor fails to perform, observe or discharge any of its Obligations, no remedy at law will provide adequate relief to Secured Party, and agrees that Secured Party shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Any notification of intended disposition of any of the Collateral required by law will be deemed to be a reasonably authenticated notification of disposition if given at least ten (10) days prior to such disposition and such notice shall (i) describe Secured Party and Debtor, (ii) describe the Collateral that is the subject of the intended disposition, (iii) state the method of

the intended disposition, (iv) state that Debtor is entitled to an accounting of the Obligations and state the charge, if any, for an accounting and (v) state the time and place of any public disposition or the time after which any private sale is to be made. Secured Party may disclaim any warranties that might arise in connection with the sale, lease or other disposition of the Collateral and has no obligation to provide any warranties at such time. Any Proceeds of any disposition by Secured Party of any of the Collateral may be applied by Secured Party to the payment of expenses in connection with the Collateral, including, without limitation, legal expenses and reasonable attorneys' fees, and any balance of such Proceeds may be applied by Secured Party toward the payment of such of the Obligations, and in such order of application, as Secured Party may from time to time elect. In the event of any excess Proceeds after payment in full of the Obligations, such excess shall be paid to Secured Party until all obligations under the Loan Documents have been paid in full in cash, and any remaining excess Proceeds shall be paid to the Debtor.

6. FEES, COSTS AND CHARGES.

Debtor shall be obligated to reimburse Secured Party, as part of the Obligations, for all fees, costs or charges of any kind incurred by Secured Party in connection with the Loan Agreement, this Agreement and the other Loan Documents, including without limitation, any reasonable fees, costs or charges incurred by Secured Party in enforcing its rights and remedies under the Loan Documents.

7. MISCELLANEOUS.

A. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein, in the Loan Agreement or in any other agreement, document or instrument to which Debtor and Secured Party are a party, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any Event of Default shall not waive or affect any other Event of Default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions and terms contained herein, or in the Loan Agreement or in any other agreement, document or instrument to which Debtor or Secured Party are a party shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers or employees, other than pursuant to an instrument in writing, signed by an officer of Secured Party, directed to Debtor and specifying such waiver.

B. Any notice under this Agreement shall be addressed to the parties at their respective addresses set forth in the preamble, or to such other address as either party designates to the other in the manner herein described.

C. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

D. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns.


E. THE VALIDITY, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN. DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ALL COURTS IN KENT COUNTY, MICHIGAN.

F. DEBTOR HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, ANY OF THE OTHER AGREEMENTS TO WHICH DEBTOR AND SECURED PARTY ARE A PARTY, THE LIABILITIES, THE COLLATERAL, ANY ALLEGED TORTIOUS CONDUCT BY DEBTOR OR SECURED PARTY OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN DEBTOR AND SECURED PARTY. IN NO EVENT SHALL SECURED PARTY BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES.

G. DEBTOR HEREBY WAIVES ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY SECURED PARTY OF ITS RIGHTS TO REPOSSESS THE COLLATERAL OF DEBTOR WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON SUCH COLLATERAL WITHOUT PRIOR NOTICE OR HEARING.


IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement on the date set forth above.

QPONIX, LLC

By: 
Name: Costin de Robertis
Title: President

APPROVED


MEIJER, INC.

By: x 
Name: Daniel E. Webb
Title: SVP. Finance

(Signature Page to Security Agreement)

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TRADEMARK
REEL: 004209 FRAME: 0241

EXHIBIT A

PATENTS

<u>APPLICATION NO.</u>	<u>USPTO RECEIPT DATE</u>	<u>TITLE OF INVENTION</u>
12477373	6/3/2009	System and Method for calculating recipes for consumers using widgets based on consumer target data
12334982	9/9/2009	System and Method for providing food and grocery multi-media content to consumers using widgets

EXHIBIT B

TRADEMARKS

1. U.S. Registration Number: 3,637,876 for the trademark QPONIX in the name of Qponix, LLC, a Michigan limited liability company located at 650 Avis Drive, Ann Arbor MI 48108

Registration date: June 16, 2009 for the following services in International Class 42: Application service provider, namely, providing, hosting, managing, developing, researching, analyzing, reporting, and maintaining websites of others featuring coupon promotions for brand advertising of retailers in the grocery industry.

2. U.S. Registration No. 3,704,380 for the trademark ADGETIX in the name of by Qponix, LLC, a Michigan limited liability company located at 650 Avis Drive, Ann Arbor MI 48108

Registration date: November 3, 2009 for the following services in International Class 42: Application service provider (ASP) featuring software for use in distributing advertisements of others via the internet in the field of local and classified advertising

3. Canadian Application No. 1412060 for the trademark QPONIX in the name of Qponix, LLC, a Michigan limited liability company located at 650 Avis Drive, Ann Arbor, MI 48108

Application Date: March 24, 2008 for the following services application service provider, namely, providing, hosting, managing, developing, researching, analyzing, reporting, and maintaining websites of others featuring coupon promotions for brand advertising of retailers in the grocery industry.

EXHIBIT C

COPYRIGHTS

Software Source Code described as the Qponix Code Base as defined in the Operating Agreement of Qponix, LLC dated May 30, 2008 as amended, and filed with the U.S. Copyright Office on _____, 2010.

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