

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WHITTLESTONE, INC.		10/21/2010	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PENINSULA BANK BUSINESS FUNDING, A DIVISION OF THE PRIVATE BANK OF THE PENINSULA		
<b>Street Address:</b>	400 Emerson Street		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3606509	MILK BANK	
Registration Number:	2699679	WHITTLESTONE	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	308866-134 DEX WHITTLESTO		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$65.00 3606509

Date:

10/26/2010

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 21, 2010 by and between **PENINSULA BANK BUSINESS FUNDING, A DIVISION OF THE PRIVATE BANK OF THE PENINSULA**, a California corporation ("Bank") and **WHITTLESTONE, INC.**, a California corporation ("Grantor").

### RECITALS

Bank proposes to enter into a transaction with **DEX PRODUCTS, INC.** ("Borrower"), which is an affiliate of Grantor, pursuant to an Amended and Restated Business Loan Agreement dated as of October 21, 2010 (the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrower in accordance with the Loan Agreement, and has entered into an Unconditional Guaranty of even date herewith with respect to the present and future obligations of Borrower to Bank (as amended from time to time, the "Guaranty"). Grantor wishes to secure performance and payment of all obligations to Bank under the Guaranty and otherwise (the "Guarantor Obligations") with substantially all of its assets. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement. All terms used without definition in this Agreement or in the Loan Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

**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 Guaranty, 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 Guaranty and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) 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).

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty and the other Guaranty 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 Guaranty or any of the Guaranty Documents shall not preclude the simultaneous or later exercise by 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 caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

P.O. Box 2237  
Antioch, CA 94531  
Attn: \_\_\_\_\_

WHITTLESTONE, INC

By: 

Title: Pres

**BANK:**

Address of Bank:

400 Emerson Street  
Palo Alto, CA 94301  
Attn: Victor Ragni

PENINSULA BANK BUSINESS FUNDING, A DIVISION  
OF THE PRIVATE BANK OF THE PENINSULA

By: Victor Ragni

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
NONE		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MILK BANK	3,606,509	04/14/09
WHITTLESTONE	2,699,679	03/25/03