

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
Airtrade International Inc.		01/18/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	ING Bank N.V.		
Street Address:	Bijlmerplein 888		
City:	Amsterdam Zuidoost		
State/Country:	NETHERLANDS		
Postal Code:	1000 BV		
Entity Type:	CORPORATION: NETHERLANDS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3599292	INTERNATIONAL TRAVEL SOLVED	
Registration Number:	3599293	VAYAMA	
Registration Number:	3649263	VAYAMA	
Registration Number:	3649264	VAYAMA	
Registration Number:	3649265	VAYAMA	
CORRESPONDENCE DATA			
Fax Number:	(415)268-7522		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Lynn M Humphreys		
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Address Line 4:	San Francisco, CALIFORNIA 94105-2482		
ATTORNEY DOCKET NUMBER:	68788-1		

CH \$140.00 3599292

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Lynn M Humphreys
Signature:	/Lynn M Humphreys/
Date:	01/19/2011

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 18, 2011, is made by and between AIRTRADE INTERNATIONAL INC., a Georgia corporation ("Grantor"), and ING BANK N.V., in its capacity as security agent for the Secured Parties referred to below (in such capacity, "Security Agent").

BCD OTA B.V., a company incorporated under the laws of the Netherlands (the "Company"), certain subsidiaries of the Company named therein as original borrowers (each, together with the Company, an "Original Borrower" and, collectively, the "Original Borrowers"), certain subsidiaries of the Company named therein as original guarantors (each an "Original Guarantor" and, collectively, the "Original Guarantors") (including Grantor), the several financial institutions named therein as Original Lenders (each a "Lender" and, collectively, the "Lenders"), Coöperatieve Centrale Raiffeisen-Boerleenbank B.A., and ING Bank N.V., each in its capacity as a mandated lead arranger (in such capacity, each an "Arranger" and, collectively, the "Arrangers"), ING Bank N.V. in its capacity as the issuing bank (in such capacity, the "Issuing Bank"), Security Agent, and ING Bank N.V., in its capacity as the agent of the Finance Parties (in such capacity, the "Facility Agent"), are parties to a Facilities Agreement dated January 18, 2011 (as amended, modified, renewed or extended from time to time, the "Facilities Agreement").

It is a condition precedent to the Utilisations under the Facilities Agreement and to the extension of credit under the other Finance Documents that Grantor enter into this Agreement and grant to Security Agent, for itself and for the ratable benefit of the other Secured Parties, the security interests hereinafter provided to secure the Secured Obligations described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Facilities Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Facilities Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Bankruptcy Code" means the U.S. Federal Bankruptcy Reform Act of 1978, as amended (11 U.S.C. §101, *et seq.*).

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"Debtor Relief Laws" means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"Governmental Authority" means any federal, state, local or other governmental department, commission, board, bureau, agency, court, tribunal or other instrumentality or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Insolvency Proceeding” means, with respect to any Person, (a) any case, action or proceeding with respect to such Person before any court or other governmental agency or authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in either case undertaken under Debtor Relief Laws.

“Lien” means any mortgage, deed of trust, pledge, security interest, assignment, deposit arrangement, charge or encumbrance, lien, or other type of preferential arrangement.

“Permitted Liens” means the Liens permitted by the Facilities Agreement.

“Person” means an individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority, or any other entity of whatever nature.

“PTO” means the United States Patent and Trademark Office.

“Secured Obligations” means the indebtedness, liabilities and other obligations of the Obligors to the Secured Parties under or in connection with the Facilities Agreement and the other Finance Documents, including all unpaid principal of the Loans, all amounts owing in respect of any unpaid drawings under the Letters of Credit, all interest accrued thereon, all fees due under the Facilities Agreement, and all other amounts payable by the Obligors to the Secured Parties under or in connection with the Facilities Agreement and the other Finance Documents, in each case, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against Grantor or any other Obligor of any Insolvency Proceeding naming such Person as the debtor in such proceeding.

“UCC” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York.

“United States” and **“U.S.”** each means the United States of America.

(c) **Terms Defined in UCC.** Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) **Interpretation.** The rules of interpretation set forth in Clause 1.2 of the Facilities Agreement shall be applicable to this Agreement and are incorporated herein by this reference. Additionally, in this Agreement, except to the extent the context otherwise requires: (i) the words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (iv) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”.

SECTION 2 Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Secured Obligations, Grantor hereby grants to Security Agent, for itself and for the ratable benefit of the other

Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under in all of Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all copyrights, whether statutory or common law, registered or unregistered, domestic or foreign, including Grantor's registered copyrights and copyright registrations (including the registered copyrights and copyright registrations listed in Schedule 2), all of Grantor's applications for copyright registrations (including the applications for copyright registrations listed in Schedule 2), and all of Grantor's unregistered copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, together with all renewals and extensions of any copyrights, the right to recover for all past, present, and future infringements of any copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule 2), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule 2), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential and proprietary information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates, catalogs, internet websites, and internet domain names and associated URL addresses;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by Grantor connected with and symbolized by any of the aforementioned properties and assets;

(vi) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vii) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not Security Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(viii) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

Notwithstanding the foregoing, "Collateral" shall not include any rights or interests in any lease, license, contract or agreement, as such, if under the terms of such lease, license, contract or agreement, or applicable law with respect thereto, the valid grant of a security interest therein to Security Agent is prohibited and such prohibition has not been or is not waived or the consent of the other party to such lease, license, contract or agreement has not been or is not otherwise obtained or under applicable law such prohibition cannot be waived; provided, that the foregoing exclusion shall in no way be (i) construed to apply if any such prohibition would be rendered ineffective under the UCC or other applicable law (including the Bankruptcy Code) or principles of equity, (ii) construed so as to limit, impair or otherwise affect Security Agent's unconditional continuing security interests in any rights or interests of Grantor in or to the proceeds thereof, including monies due or to become due under any such lease, license, contract or agreement (including any accounts) or (iii) construed to apply at such time as the condition causing such prohibition shall be remedied and, to the extent severable, "Collateral" shall include any portion of such lease, license, contract or agreement that does not result in such prohibition.

(b) Grantor Remains Liable. Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by Security Agent of any of the rights granted to Security Agent hereunder shall not release Grantor from any of its duties or obligations under any such contracts, agreements and other documents included in the Collateral, and (iii) neither Security Agent nor any other Secured Party shall have any obligation or liability under any such contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall Security Agent or any other Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 21.

SECTION 3 Representations and Warranties. Grantor represents and warrants to each Secured Party that:

(a) Grantor's chief executive office and principal place of business (as of the date of this Agreement) is located at the address set forth in Schedule 1, and all other locations (as of the date of this Agreement) where Grantor conducts business or Collateral is kept are set forth in Schedule 1.

(b) Grantor's jurisdiction of organization and organizational identification number are set forth in Schedule 1; and Grantor's exact legal name is as set forth in the signature pages of this Agreement.

(c) (i) This Agreement creates a security interest which is enforceable against the Collateral in which Grantor now has rights and will create a security interest which is enforceable against the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights; and (ii) Security Agent has a perfected Lien on the Collateral in which Grantor now has rights, and will have a perfected Lien on the Collateral in which Grantor hereafter acquires rights at the time Grantor acquires any such rights, in each case, for Security Agent's own benefit and for the ratable benefit of the other Secured Parties, subject to Permitted Liens and securing the payment and performance of the Secured Obligations.

(d) A true and correct list of all the existing Collateral consisting of Grantor's registered copyrights and copyright registrations, and applications for copyright registrations, is set forth in Schedule 2.

(e) A true and correct list of all of the existing Collateral consisting of patents and patent applications and/or registrations owned by Grantor, in whole or in part, is set forth in Schedule 2.

(f) A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations and/or applications owned by Grantor, in whole or in part, is set forth in Schedule 2.

SECTION 4 Further Acts; Authorization. On a continuing basis, Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by Security Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Grantor's compliance with this Agreement or to enable Security Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office and/or any applicable state office. Grantor hereby authorizes Security Agent to file at any time and from time to time any financing statements describing the Collateral, all amendments to financing statements, assignments, continuation financing statements, termination statements and other documents and instruments, in form and substance satisfactory to Security Agent, as Security Agent may reasonably require, to perfect and continue perfected, maintain the priority of or provide notice of the security interest of Security Agent in the Collateral and to accomplish the purposes of this Agreement, and Security Agent shall provide copies of all such financing statements and other documents and instruments to Grantor. Without limiting the generality of the foregoing, Grantor ratifies and authorizes the filing by Security Agent of any financing statements filed prior to the date hereof. Security Agent may record this Agreement, an abstract thereof, or any other document describing Security Agent's interest in the Collateral with the PTO and/or the Copyright Office, at the expense of Grantor.

SECTION 5 Covenants. So long as any of the Secured Obligations remain unsatisfied or any Lender shall have any Commitment or any Letter of Credit shall be outstanding, Grantor agrees that:

(a) Grantor shall give prompt written notice to Security Agent (and in any event not later than 30 days following any change described below in this subsection) of: (i) any change in the location of Grantor's chief executive office or principal place of business; (ii) any change in its name; (iii) any changes in its identity or structure in any manner which would make any financing statement filed hereunder incorrect or misleading; (iv) any change in its registration as an organization (or any new such registration); or (v) any change in its jurisdiction of organization.

(b) Grantor shall give Security Agent prompt notice in accordance of any additional copyright registrations or applications therefor after the date hereof; provided, however, that Grantor shall not register with the Copyright Office any unregistered copyrights (whether in existence on the date hereof or thereafter acquired, arising, or developed) unless Grantor provides Security Agent with written notice of its intent to register such copyrights not less than 30 days prior to the date of the proposed registration. Grantor authorizes Security Agent to modify this Agreement by amending Schedule 2 to include any future registered copyrights or applications therefor of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 2 shall in any way affect, invalidate or detract from Security Agent's continuing security interest in all copyright Collateral, whether or not listed on Schedule 2.

(c) If Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Security Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor authorizes Security Agent to modify this Agreement by amending Schedule 2 to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 2 shall in any way affect, invalidate or detract from Security Agent's continuing security interest in all patent and trademark Collateral, whether or not listed on Schedule 2.

SECTION 6 Security Agent Appointed Attorney-in-Fact. For the purpose of enabling the Security Agent to exercise its rights under Section 9 or otherwise in connection with this Agreement, upon the occurrence and during the continuance of an Event of Default, Grantor hereby constitutes and appoints the Security Agent (and any of the Security Agent's officers, employees or agents designated by the Security Agent) as Grantor's true and lawful attorney-in-fact, with full power and authority to execute any notice, assignment, endorsement or other instrument or document, and to do any and all acts and things for and on behalf of Grantor, which the Security Agent may deem necessary or desirable (i) to protect, collect, realize upon and preserve the Collateral, to enforce the Security Agent's rights with respect to the Collateral and to accomplish the purposes hereof, (ii) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (iii) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of Grantor arising under Section 365(n) of the Bankruptcy Code, and, (iv) to execute any and all applications, documents, papers and instruments for Security Agent to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Secured Obligations have not been paid and performed in full. Grantor hereby ratifies, to the extent permitted by law, all that Security Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 6.

SECTION 7 Performance of Grantor Obligations. Security Agent may perform or pay any obligation which Grantor has agreed to perform or pay under or in connection with this Agreement, and Grantor shall reimburse Security Agent on demand for any amounts paid by Security Agent pursuant to this Section 7.

SECTION 8 Security Agent's Duties. Notwithstanding any provision contained in this Agreement, Security Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by Security Agent hereunder, Security Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 9 Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, Security Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Facilities Agreement or any other Finance Document, all rights and remedies of a Security Agent under the UCC and other applicable laws. Without limiting the foregoing, Grantor agrees that Security Agent may use or transfer any of Grantor's rights and interests in any Collateral, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as Security Agent may determine.

(b) In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Security Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Security Agent deems necessary or advisable, in the name of Grantor or Security Agent, to enforce or protect any Collateral, and any license thereunder, in which event Grantor shall, at the request of Security Agent, do any and all lawful acts and execute any and all documents required by Security Agent in aid of such enforcement.

(c) For the purpose of enabling Security Agent to exercise its rights and remedies under this Section 9 or otherwise in connection with this Agreement, Grantor hereby grants to Security Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Grantor) to use, license or sublicense any Collateral.

(d) To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated (including with respect to undrawn amounts under the Letters of Credit) at such time as there may exist an Event of Default, the Security Agent may, at its election, (i) retain the proceeds of any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose interest-bearing restricted deposit account (bearing interest at a market rate) (the "Proceeds Account") created and maintained by the Security Agent for such purpose (as to which the Grantor hereby grants a security interest and which shall constitute part of the Collateral hereunder) until such time as the Security Agent may elect to apply such proceeds to the Secured Obligations, and the Grantor agrees that such retention of such proceeds by the Security Agent shall not be deemed strict foreclosure with respect thereto; or (ii) otherwise proceed in any manner permitted by applicable law. The Grantor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, the Grantor shall not have any right of withdrawal with respect to such funds. Accordingly, the Grantor irrevocably waives until the termination of this Agreement in accordance with Section 18 the right to make any withdrawal from the Proceeds Account and the right to instruct the Security Agent to honor drafts against the Proceeds Account.

(e) The cash proceeds actually received from the sale or other disposition or collection of any Collateral, and any other amounts received in respect of any Collateral the application of which is not otherwise provided for herein, shall be applied in accordance with Clause 34.6 of the Facilities Agreement. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to Grantor or otherwise disposed of in accordance with the UCC or other applicable law. Grantor shall remain liable to Security Agent and the other Secured Parties for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 10 Certain Waivers and Consents. Grantor waives, to the fullest extent permitted by law, (A) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (B) any right to require Security Agent or the other Secured Parties (1) to proceed against any Person, (2) to exhaust any other collateral or security for any of the Secured Obligations, (3) to pursue any remedy in Security Agent's or any of the other Secured Parties' power, or (4) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (C) all claims, damages, and demands against Security Agent or the other Secured Parties arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

(ii) Grantor agrees that at any time and from time to time, without notice to or the consent of Grantor, without incurring responsibility to Grantor, and without impairing or releasing the security interests provided for herein or otherwise impairing the rights of Security Agent hereunder, all as the Secured Parties may deem advisable: (A) the time, manner, place or terms of any payment under the Finance

Documents may be extended or changed by an amendment, modification or renewal of the Finance Documents or otherwise; (B) the time for any Obligor's performance of or compliance with any term, covenant or agreement on its part to be performed or observed under the Finance Documents may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as the Secured Parties may deem proper; (C) the Secured Parties may discharge or release, in whole or in part, any guarantor or any other Person liable for the payment and performance of all or any part of the Secured Obligations, and may permit or consent to any such action or any result of such action, and shall not be obligated to demand or enforce payment upon any of the Secured Obligations, nor shall the Secured Parties be liable to Grantor for any failure to collect or enforce payment of the Secured Obligations or to realize on any other collateral therefor; (D) in addition to the Collateral, the Secured Parties may take and hold other security (legal or equitable) of any kind, at any time, as collateral for the Secured Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof; (E) the Secured Parties may request and accept any guaranties of the Secured Obligations and may, from time to time, in whole or in part, surrender, release, subordinate, modify, waive, rescind, compromise or extend any such guaranty and may permit or consent to any such action or the result of any such action; and (F) the Secured Parties may exercise, or waive or otherwise refrain from exercising, any other right, remedy, power or privilege (including the right to accelerate the maturity of the Finance Documents and any power of sale) granted by the Finance Documents or other security document or agreement, or otherwise available to the Secured Parties, with respect to the Secured Obligations, any of the Collateral or other security for any or all of the Secured Obligations, even if the exercise of such right, remedy, power or privilege affects or eliminates any right of subrogation or any other right of Grantor against any other Obligor.

(iii) Additionally, Grantor waives and agrees not to assert: (A) any right to require any of the Secured Parties to proceed against any other Obligor or any other Person, or to proceed against or exhaust any other security held by the Secured Parties (except to the extent required by applicable law) or to pursue any other right, remedy, power or privilege of any Secured Party whatsoever; (B) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of Grantor or the right of Grantor to proceed against any Obligor or any other Person for reimbursement; and (C) without limiting the generality of the foregoing, to the fullest extent permitted by law, any other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Agreement, including any rights and defenses which are or may become available to Grantor by reason of California Civil Code §§2787 through 2855, 2899 and 3433.

(iv) Until the Secured Obligations shall be satisfied in full, Grantor shall not directly or indirectly exercise, (A) any rights that it may acquire by way of subrogation under or in respect of this Agreement or otherwise, or (B) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Agreement.

SECTION 11 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in the Facilities Agreement. All such notices and communications shall be effective as set forth in Clause 36 of the Facilities Agreement

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of Security Agent or any other Secured Party to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy,

power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to Security Agent or any other Secured Party.

SECTION 13 Costs and Expenses; Indemnification; Other Charges.

(a) **Costs and Expenses.** Grantor agrees to pay to pay: (i) on demand, all title, appraisal, survey, audit, consulting, search, recording, filing and similar fees, costs and expenses incurred or sustained by Security Agent in connection with this Agreement or the Collateral, including the custody of any Collateral; and (ii) within three Business Days of demand, all costs and expenses of Security Agent and the other Secured Parties, including the fees and disbursements of counsel, incurred or made in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral, and any and all losses, costs and expenses sustained by any Secured Party as a result of any failure by Grantor to perform or observe its obligations contained herein.

(b) **Indemnification.** Grantor hereby agrees to indemnify each Secured Party (each an "**Indemnified Person**") against, and hold each of them harmless from, any and all liabilities, obligations, losses, claims, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever, including the fees and disbursements of counsel to an Indemnified Person, which may be imposed on or incurred by any Indemnified Person, or asserted against any Indemnified Person by any third party or by Grantor or any other Obligor, in any way relating to or arising out of, in connection with or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the transactions contemplated hereby or the Collateral or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Grantor or any other Obligor (the "**Indemnified Liabilities**"); **provided** that Grantor shall not be liable to any Indemnified Person for any portion of such Indemnified Liabilities to the extent they result from such Indemnified Person's gross negligence or willful misconduct. If and to the extent that the foregoing indemnification is for any reason held unenforceable, Grantor agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

(c) **Other Charges.** Grantor agrees to indemnify Security Agent and each of the other Secured Parties against and hold each of them harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(d) **Interest.** Any amounts payable to Security Agent or any other Secured Party under this **Section 13** or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the rate of interest set forth in Clause 13 of the Facilities Agreement in the case of Secured Parties party thereto, and the rate applicable to overdue payments in the applicable Finance Document to which other Secured Parties are party.

(e) **Maximum Rate.** Anything herein to the contrary notwithstanding, if during any period for which interest is computed hereunder, the applicable interest rate, together with all fees, charges and other payments which are treated as interest under applicable law, payable by Grantor as provided for herein or in any other Finance Document, would exceed the maximum rate of interest which may be charged, contracted for, reserved, received or collected by any Secured Party in connection with this

Agreement under applicable law (the "Maximum Rate"), Grantor shall not be obligated to pay, and no Secured Party shall be entitled to charge, collect, receive, reserve or take, interest in excess of the Maximum Rate, and during any such period the interest payable hereunder shall be limited to the Maximum Rate.

(f) Survival. The agreements in this Section 11 shall survive the termination of the Commitments, the surrender of all Letters of Credit and the repayment of all Secured Obligations.

SECTION 14 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Grantor, Security Agent, each other Secured Party and their respective successors and assigns, and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 15 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 16 Submission to Jurisdiction. Grantor hereby (i) submits to the non-exclusive jurisdiction of the courts of the State of New York and of the Federal courts of the United States sitting in the Southern District of New York and venue in Manhattan, New York County, New York, for the purpose of any action or proceeding arising out of or relating to this Agreement, (ii) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law. Nothing in this Section 14 shall limit the right of Security Agent to bring any action or proceeding against Grantor or its property in the courts of other jurisdictions.

SECTION 17 Waiver of Jury Trial and Judicial Reference Provision. GRANTOR, SECURITY AGENT AND EACH OTHER SECURED PARTY (BY ITS ACCEPTANCE HEREOF) EACH HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FINANCE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR, SECURITY AGENT AND EACH OTHER SECURED PARTY (BY ITS ACCEPTANCE HEREOF) EACH (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO OR ACCEPT, AS THE CASE MAY BE, THIS AGREEMENT AND THE OTHER FINANCE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Additionally, if any action or proceeding is filed in a court of the State of California by or against the parties in connection with any of the transactions contemplated by this Agreement or the other Finance Documents, (a) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure §638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report

a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a "provisional remedy" as defined in California Code of Civil Procedure §1281.8 shall be heard and determined by the court, and (b) Grantor shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

SECTION 18 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall not be amended except by the written agreement of the parties as provided in the Facilities Agreement.

SECTION 19 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 20 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

SECTION 21 Termination. Upon the termination of the Commitments of the Lenders, the surrender of the Letters of Credit and the payment and performance in full of all Secured Obligations, the security interests created by this Agreement shall terminate and Security Agent shall promptly execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence the termination of all security interests given by Grantor to Security Agent hereunder.

SECTION 22 Supplemental Agreement. This Agreement is supplemental to and not in derogation of the other Finance Documents. Grantor acknowledges that this Agreement and the other Finance Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

[Remainder of page intentionally left blank; signature pages follow]

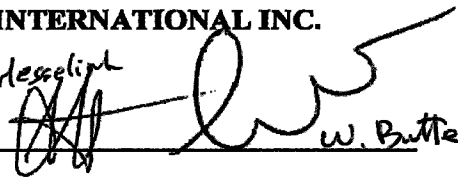
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

GRANTOR:

AIRTRADE INTERNATIONAL INC.

By

A. Hesselink



W. Butte

Title:

Directors

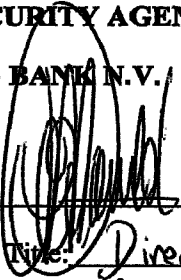
Signature Page 1 to IP Security Agreement

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SECURITY AGENT:

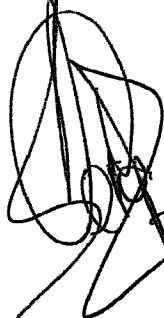
ING BANK N.V.

By _____



Title: Director

M. Groeneveld,



Director

Signature Page 2 to Security Agreement

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SCHEDULE 1
to the Intellectual Property Security Agreement

1. Locations of Chief Executive Office and other Locations, including of Collateral

a. Chief Executive Office and Principal Place of Business of Grantor:

1975 West El Camino Real
Suite 204
Mountain View, CA 94040

b. Other locations where Grantor conducts business or where Collateral is kept:

None.

2. Jurisdiction of Organization and Organizational Identification Number of Grantor

Jurisdiction of Organization: Georgia

Organizational Identification Number: 0552347

Schedule 1-1.

SCHEDULE 2
to the Intellectual Property Security Agreement

PATENTS

Issued Patents of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>

Pending Patent Applications of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>

Licenses of Grantor Related to Issued Patents and Pending Patent Applications

Schedule 2-1

TRADEMARKS

Registered Trademarks of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Airtrade International Inc.	US	3599292	March 31, 2009	July 6, 2007	Airtrade International Inc.	INTERNATIONAL TRAVEL SOLVED
Airtrade International Inc.	US	3599293	March 31, 2009	July 6, 2007	Airtrade International Inc.	VAYAMA
Airtrade International Inc.	US	3649263	July 7, 2009	June 18, 2007	Airtrade International Inc.	VAYAMA
Airtrade International Inc.	US	3649264	July 7, 2009	June 18, 2007	Airtrade International Inc.	VAYAMA (Word and Design)
Airtrade International Inc.	US	3649265	July 7, 2009	June 18, 2007	Airtrade International Inc.	VAYAMA (Word and Design)

Pending Trademark Applications of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>

Licenses of Grantor Related to Registered Trademarks and Pending Trademark Applications¹

¹ Exclusive of nonexclusive licenses in the ordinary course of business.

COPYRIGHTS

Registered Copyrights of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>

Pending Copyright Applications of Grantor

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Work of Authorship</u>

Licenses of Grantor Related to Registered Copyrights and Copyright Applications²

² Exclusive of nonexclusive licenses in the ordinary course of business.

Schedule 2-3.

In-174130 v2

RECORDED: 01/19/2011

TRADEMARK
REEL: 004456 FRAME: 0114