

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b></p> <p>Sparkline Digital, LLC</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u></p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b>      <input type="checkbox"/> Yes  Additional names, addresses, or citizenship attached?      <input type="checkbox"/> No</p> <p>Name: <u>Massachusetts Capital Resource Company</u>  Internal  Address: _____  Street Address: <u>420 Boylston Street</u>  City: <u>Boston</u>  State: <u>Massachusetts</u>  Country: <u>USA</u>      Zip: <u>02116</u></p> <p><input type="checkbox"/> Association      Citizenship _____  <input type="checkbox"/> General Partnership      Citizenship _____  <input checked="" type="checkbox"/> Limited Partnership      Citizenship <u>Massachusetts</u>  <input type="checkbox"/> Corporation      Citizenship _____  <input type="checkbox"/> Other _____      Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance /Execution Date(s) :</b></p> <p>Execution Date(s) <u>March 13, 2012</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____  B. Trademark Registration No.(s)  <u>4104785, 4012201, 4012202</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p> <p>Registration #4104785 - Social Dash  Registration #4012201 - MessageMaker  Registration #4012202 - MessageMaker</p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Brian Wagner</u>  Internal Address: <u>CT Lien Solutions</u>  Street Address: <u>4400 Easton Commons Way</u>  <u>Suite 125</u>  City: <u>Columbus</u>  State: <u>Ohio</u>      Zip: <u>43219</u>  Phone Number: <u>614-280-3294</u>  Fax Number: <u>800-914-4240</u>  Email Address: <u>brian.wagner@wolterskluwer.com</u></p>	<p><b>6. Total number of applications and registrations involved:</b>      <span style="border: 1px solid black; padding: 2px 10px;">3</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____  Authorized User Name _____</p>
<p><b>9. Signature:</b> _____      June 25, 2012  <span style="margin-left: 150px;">Signature</span>      Date</p> <p style="text-align: center;">_____  George W. Thibeault  Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">6</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 004807 FRAME: 0263**



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 13, 2012, (the "Agreement") between MASSACHUSETTS CAPITAL RESOURCE COMPANY ("Lender") and SPARKLINE DIGITAL LLC, a Delaware limited liability company ("Grantor") is made with reference to the Loan Agreement, dated as of March 13, 2012 (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

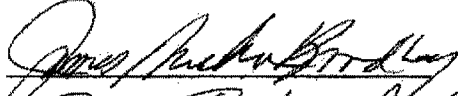
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers

or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

**GRANTOR:**

SPARKLINE DIGITAL LLC

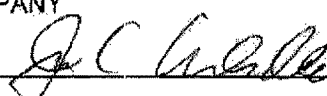
By:   
Name: James Tucker Bradley  
Title: SVP

Address for Notices:

Attn: James Tucker Bradley  
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Boston, MA 02210  
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**LENDER:**

MASSACHUSETTS CAPITAL RESOURCE  
COMPANY

By:   
Name: Joan C. McArdle  
Title: Senior Vice President

Address for Notices:

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420 Boylston Street  
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Fax: (617) 536-7930

**TRADEMARK**

**REEL: 004807 FRAME: 0265**

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
None					

Exhibit B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UIPTO Reference Number:</u>	<u>Filing Date:</u>
Social Dash	85334089	4104785		May 31, 2011
MessageMaker	85222818	4012201		January 21, 2011
MessageMaker	85222819	4012202		January 21, 2011

EXHIBIT C

PATENTS

Please Check if No Patents Exist:

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Messaging System	7,958,196 (US)		Issued	June 7, 2011
Messaging System	7,426,533 (US)		Issued	Sept 16, 2008
Messaging System	82932 (Ireland)		Issued	June 25, 2003