

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
INFONOW CORPORATION		09/28/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road
Internal Address:	M/C 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	Texas banking association: TEXAS

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	4196128	LEAD TO SHIP
Serial Number:	85646721	CHANNELINSIGHT
Registration Number:	3202232	CHANNELINSIGHT
Registration Number:	3116220	CHANNEL INSIGHT POS CONNECT
Registration Number:	3089696	INFONOW, YOUR CHANNEL VISIBILITY SOLUTION
Registration Number:	1947096	INFONOW

**CORRESPONDENCE DATA**

Fax Number: 8585506420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

CH \$165.00 4196128

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1560 INFONOW

NAME OF SUBMITTER: Erin O'Brien

Signature: /Erin O'Brien/

Date: 09/28/2012

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2012 by and between **COMERICA BANK** ("Bank") and **INFONOW CORPORATION**, a Delaware corporation ("Grantor").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt 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 Loan Agreement 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 Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan 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 Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including 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:

1875 Lawrence Street  
Suite 1200  
Denver, CO 80202

Attn:

**INFONOW CORPORATION**


By:   
Title: CEO

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152

Attn: Livonia Operations Center

**COMERICA BANK**  
By:   
Title: Vice President

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
[InfoNow subscription service]	TX0003615943	09/27/93

**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
System and Method for improving resolution of channel data (ref INFN P002)	7,324,987	01/29/08
System and Method for improving resolution of channel data (ref INFN P002 Con)	7,664,070	01/08/10
System and Method for improving resolution of channel data (ref INFN P002 Con2)	7,921,115 12/623,186	11/20/09
Automated Channel and Date Extraction and Transformation (ref INFN P003)	12/130,582	05/30/08

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
LEAD TO SHIP	4,196,128 85/399,297	08/21/12
CHANNELINSIGHT	85/646,721	06/08/12
CHANNELINSIGHT	3,202,232	01/23/07
CHANNEL INSIGHT POS CONNECT	3,116,220	07/18/06
INFONOW, YOUR CHANNEL VISIBILITY SOLUTION	3,089,696	05/09/06
INFONOW	1,947,096	01/09/06