

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
NOTABLE SOLUTIONS, INC.		12/26/2012	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: 8			
Property Type	Number	Word Mark	
Registration Number:	4078989	SMARTMFP	
Registration Number:	3122865	CAPTURE PROCESS ROUTE	
Registration Number:	3506888	QUICKCAPTURE PRO	
Registration Number:	3735521	SCANCART	
Registration Number:	3506887	QUICKCAPTURE	
Registration Number:	3506886	QUICKCAPTURE TOUCH	
Registration Number:	3506885	QUICKCAPTURE DESKTOP	
Registration Number:	3628984	AUTOSTORE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		

CH \$215.00 4078989

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:	036703-1398 NSI
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/27/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 26, 2012 by and between COMERICA BANK ("Bank") and NOTABLE SOLUTIONS, INC., a Delaware corporation ("Grantor").

RECITALS

Borrower and Bank are parties to that certain Loan and Security Agreement dated as of January 5, 2010, as amended from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of February 18, 2010, that certain Second Amendment to Loan and Security Agreement dated as of September 7, 2010, that certain Third Amendment to Loan and Security Agreement dated as of June 29, 2011, that certain Fourth Amendment to Loan and Security Agreement dated as of October 27, 2011, and that certain Fifth Amendment to Loan and Security Agreement dated as of February 24, 2012 (collectively, the "Loan Agreement") Grantor and Bank desire to amend the Loan Agreement in accordance with the terms of that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amendment").

Bank has agreed to enter into the Amendment, provided, among other things, that Grantor amends the Collateral and agrees to grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 (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.

All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement. 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.

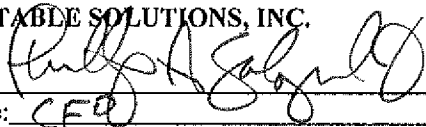
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

530 Gaither Rd, Ste 400
Rockville, MD 20850

NOTABLE SOLUTIONS, INC.

By: 
Title: CEO

Attn:

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK
By: 
Title: VP

Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Systems and methods for data interchange among autonomous processing entities	7,752,603	07/06/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Registration/ Application Date</u>
SMARTMFP	4,078,989	01/03/12
CAPTURE PROCESS ROUTE	3,122,865	08/01/06
QUICKCAPTURE PRO	3,506,888	09/30/08
SCANCART	3,735,521	01/12/10
QUICKCAPTURE	3,506,887	09/30/08
QUICKCAPTURE TOUCH	3,506,886	09/30/08
QUICKCAPTURE DESKTOP	3,506,885	09/30/08
AUTOSTORE	3,628,984	05/26/09