

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bidspotter, Inc.		04/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Mobeus Equity Partners LLP		
Street Address:	30 Maymarket		
City:	London		
State/Country:	UNITED KINGDOM		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2894799	BIDSPOTTER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-504-7656		
Email:	erobinson@mmmlaw.com		
Correspondent Name:	Edwina Bernita Robinson		
Address Line 1:	3343 Peachtree Road, NE		
Address Line 2:	Morris, Manning & Martin, LLP		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	F144362		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 2894799

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Edwina Bernita Robinson

Signature:

/Edwina Bernita Robinson/

Date:

04/19/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 19, 2013, by and between Mobeus Equity Partners LLP ("Agent") and Bidspotter, Inc. ("Grantor").

RECITALS

A. Pursuant to certain financing arrangements (collectively, the "Financing Agreement"), made by and between ATG Media Holdings Limited (registered in England and Wales No. 6521301), as the original borrower and the parent entity of the Grantor (the "Parent"), and Agent, in its capacity as trustee and security agent for certain creditors (the "Stockholders"), the Stockholders have agreed to make certain funds available to the Parent (the "Commitments") upon the terms and subject to the conditions set forth therein.

B. Pursuant to the terms of the Financing Agreement and certain other documents and instruments related thereto (collectively, the "Financing Documents"), the Grantor is required to execute and deliver a Security Agreement of even date herewith to the Agent, for the ratable benefit of (a) the Agent, (b) the Stockholders, (c) any other holder from time to time of any of the obligations under the Financing Documents and (d) in each case, their respective successors and permitted assigns (collectively, the "Secured Parties"). The Grantor has granted to Agent a security interest in substantially all of its assets (including the Intellectual Property Collateral, as defined below) pursuant to the Security 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 Financing Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under or in connection with the Financing Documents, Grantor grants and pledges to Agent (as trustee and security agent, for the ratable benefit of itself and the Secured Parties) a security interest in all of Grantor's right, title and interest in, to and under those certain Copyrights (as defined in the Security Agreement), Patents and Patent applications (as defined in the Security Agreement) and Trademarks (as defined in the Security Agreement) listed on Schedules A, B and C, 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 (collectively, the "Intellectual Property Collateral").

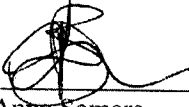
This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those that are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Security 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 Agent of any one or more of the rights,

powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and 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:

BIDSPOTTER, INC.

By: 
Name: Anne Somers
Title: President

Address: 3006 Judson Street, Suite 201
Gig Harbor, WA 98335

AGENT:

MOBEUS EQUITY PARTNERS LLP

By: _____
Name: _____
Title: _____

Address: 30 Haymarket
London SW1Y 4EX
United Kingdom

powers or remedies provided for in this Intellectual Property Security Agreement or the Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. This Intellectual Property Security Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

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GRANTOR:

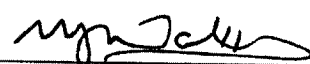
BIDSPOTTER, INC.

By: _____
Name: Anne Somers
Title: President

Address: 3006 Judson Street, Suite 201
Gig Harbor, WA 98335

AGENT:

MOBEUS EQUITY PARTNERS LLP

By:  _____
Name: MICHAEL JAMES WALKER
Title: MEMBER & AUTHORIZED SIGNATORY

Address: 30 Haymarket
London SW1Y 4EX
United Kingdom

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BIDSPOTTER	2,894,799	10/19/2004