

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
Internet Pipeline, Inc.		10/17/2013	CORPORATION: DELAWARE
Aplifi, Inc.		10/17/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Capital One, National Association
Street Address:	4445 Willard Avenue, 6th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	4330544	AFFIRM
Registration Number:	4383525	AFFIRM FOR ANNUITIES
Registration Number:	3276359	AFFIRM FOR ANNUITIES
Registration Number:	4330543	AFFIRM FOR LIFE
Registration Number:	4252351	APLIFI
Registration Number:	4252364	APLIFI
Registration Number:	4139156	INSURESOCKET
Registration Number:	4138933	I-RELAY
Registration Number:	4138981	POLICYBOX
Registration Number:	4252363	WE SIMPLIFY SELLING INSURANCE
Registration Number:	3335865	GALEFORCE SOLUTIONS
Registration Number:	4340779	IGO
Registration Number:	3799034	IGO E-APP

OP \$615.00 4330544

Registration Number:	3799398	IPIPELINE
Registration Number:	4116277	IVALUATE
Registration Number:	4160745	POLICYEX
Registration Number:	4160747	POLICYHS
Registration Number:	3873463	XRAE X
Registration Number:	3704458	AGENCYWORKS
Registration Number:	2124899	JOURNEY
Registration Number:	1622214	LIFESCAPE
Serial Number:	85909318	COLLABORATIVE SELLING
Serial Number:	85959877	CONTENT MANAGER
Serial Number:	85959873	CONTENT PARTNER

**CORRESPONDENCE DATA**

Fax Number: 3128637867  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 3128637267  
Email: jaclyn.digrande@goldbergkohn.com  
Correspondent Name: Jaclyn Di Grande - Paralegal  
Address Line 1: Goldberg Kohn Ltd.  
Address Line 2: 55 E Monroe St., Ste 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7046.014
NAME OF SUBMITTER:	Jaclyn Di Grande
Signature:	/jaclyn di grande/
Date:	10/23/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 17th day of October, 2013, by INTERNET PIPELINE, INC., a Delaware corporation ("iPipeline"), and APLIFI, INC., a Delaware corporation ("Aplifi"; together with iPipeline, each a "Grantor" and, collectively, the "Grantors"), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent for the Lenders and the other Secured Parties under the Credit Agreement (defined below) (herein, "Grantee"):

### WITNESSETH

WHEREAS, iPipeline, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of the date hereof (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to iPipeline (or one or more affiliates thereof) by Grantee and Lenders; and

WHEREAS, pursuant to the terms of a certain Guaranty and Security Agreement dated as of the date hereof among each Grantor, one or more of their affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), each Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (other than Trademarks that constitute Excluded Property (as each such term is defined in the Collateral Agreement)), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

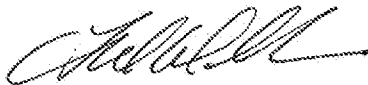
3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same Agreement and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including ".pdf" file) shall be effective as delivery of a manually executed counterpart of this Agreement.

**[Signature pages follow]**

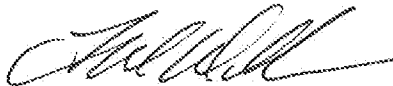
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

INTERNET PIPELINE, INC., a Delaware corporation

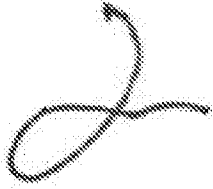
By:   
Name: Timothy Wallace  
Title: Chief Executive Officer

APLIFI, INC., a Delaware corporation

By:   
Name: Timothy Wallace  
Title: President

Agreed and Accepted  
As of the Date First Written Above

**CAPITAL ONE, NATIONAL ASSOCIATION**, a  
national banking association, as Grantee

A handwritten signature in black ink, appearing to be 'Alan Tom', written over a horizontal line.

By: \_\_\_\_\_

Name: Alan Tom

Title: Managing Director

## SCHEDULE 1

### U.S. Trademark Registrations

Mark	Reg. No.	Registration Date	Recorded Owner
AFFIRM	4330544	May 7, 2013	APLIFI, INC.
AFFIRM FOR ANNUITIES	4383525	August 13, 2013	APLIFI, INC.
AFFIRM FOR ANNUITIES	3276359	August 7, 2007	APLIFI, INC.
AFFIRM FOR LIFE	4330543	May 7, 2013	APLIFI, INC.
APLIFI	4252351	December 4, 2012	APLIFI, INC.
APLIFI and Design	4252364	December 4, 2012	APLIFI, INC.
INSURESOCKET	4139156	May 8, 2012	APLIFI, INC.
I-RELAY	4138933	May 8, 2012	APLIFI, INC.
POLICYBOX	4138981	May 8, 2012	APLIFI, INC.
WE SIMPLIFY SELLING INSURANCE	4252363	December 4, 2012	APLIFI, INC.
GALEFORCE SOLUTIONS	3335865	November 13, 2007	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
IGO	4340779	May 28, 2013	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
IGO E-APP	3799034	June 8, 2010	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
IPIPELINE	3799398	June 8, 2010	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
IVALUEATE	4116277	March 20, 2012	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
POLICYEX	4160745	June 19, 2012	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
POLICYHS	4160747	June 19, 2012	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
XRAE X (Stylized)	3873463	November 9, 2010	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
AGENCYWORKS	3704458	November 3, 2009	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
JOURNEY	2124899	December 30, 1997	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
LIFESCAPE	1622214	November 13, 1990	INTERNET PIPELINE, INC. (d/b/a "iPipeline")

### U.S. Trademark Applications (pending)

Mark	Appln. No.	Filing Date	Recorded Owner
COLLABORATIVE SELLING	85-909318	April 19, 2013	APLIFI, INC.
CONTENT MANAGER	85-959877	June 14, 2013	INTERNET PIPELINE, INC. (d/b/a "iPipeline")
CONTENT PARTNER	85-959873	June 14, 2013	INTERNET PIPELINE, INC. (d/b/a "iPipeline")