

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
MFG.com., Inc.		11/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fulcrum Growth Fund II, LLC
Street Address:	5555 Glenridge Connector
Internal Address:	Suite 930
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

Name:	Fulcrum Growth Fund II QP, LLC
Street Address:	5555 Glenridge Connector
Internal Address:	Suite 930
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30342
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3858615	MFG.COM
Registration Number:	3858614	MFG.COM
Registration Number:	3812386	
Registration Number:	3982982	MFG. COM

CORRESPONDENCE DATA

Fax Number: 2027995144

900271943

**TRADEMARK
 REEL: 005154 FRAME: 0200**

OP \$115.00 3858615

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

Phone: 2027994000
Email: gregory.esau@dlapiper.com
Correspondent Name: Ryan C. Compton
Address Line 1: 500 Eighth Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	FULCRUM
NAME OF SUBMITTER:	Ryan C. Compton
Signature:	/Ryan C. Compton/
Date:	11/14/2013

Total Attachments: 8
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MFG.COM, INC.
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 14, 2013 by and between each entity listed on Exhibit A attached hereto (each a "Secured Party" and collectively the "Secured Parties") and MFG.com, Inc., a Delaware corporation ("Grantor").

RECITALS

A. Grantor and the each Secured Party are parties to a Note Purchase Agreement of even date (the "Purchase Agreement") herewith pursuant to which such Secured Party is making a loan to Grantor in the form a Note (as defined therein). The parties intend that Grantor's obligations to repay such Note (the "Secured Note") be secured by a security interest in Grantor's intellectual property.

B. Pursuant to the terms of the Security Agreement (as defined in the Purchase Agreement), Grantor has granted to the Secured Parties 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 (as defined therein).

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 Secured Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Secured Note, Grantor grants and pledges to the Secured Parties 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 B, C and D hereto, respectively), 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.
2. This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement or the Secured Note, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security Agreement or the Secured Note, 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or the Secured Note, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties, of any or all other rights, powers or remedies.

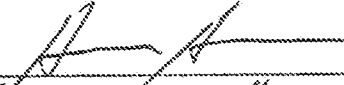
3. The enforcement of the Secured Parties' rights hereunder shall be taken by Fulcrum Growth Fund II QP, LLC, as the agent for all of the Secured Parties. The action of Fulcrum Growth Fund II QP, LLC shall in each case bind all the Secured Parties. Each of the Secured Parties agrees that any Secured Parties acting under Sections 2(b) and 2(c) shall not be liable for any acts taken in good faith in enforcing the rights of the Secured Parties hereunder.
4. Grantor represents and warrants that Exhibits B, C and D attached hereto set forth any and all intellectual property rights in connection with 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.
5. 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

MFG.COM, INC.

By: 
Name: Howard Hove
Title: CEO

Address:

2700 Cumberland Parkway
Suite 500
Atlanta, GA 30339

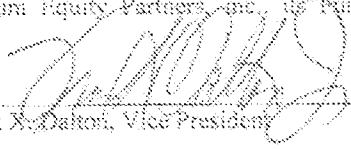
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SECURED PARTY:

FULCRUM GROWTH FUND II, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By:


Frank X. Dalton, Vice President

FULCRUM GROWTH FUND II QP, LLC

By: Fulcrum Equity Partners, Inc., its Fund Manager

By:

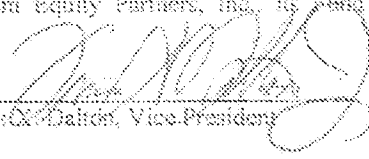

Frank X. Dalton, Vice President



EXHIBIT A

Schedule of Secured Parties

Fulcrum Growth Fund II, LLC

Fulcrum Growth Fund II QP, LLC

EXHIBIT B

Copyrights

None.

EXHIBIT C

Patents

The Company owns a pair of United States patent applications:

1. United States Patent Application No. 11/704,574, filed April 26, 2007, entitled "Computer System and Method for Providing Real-world Market-based Information Corresponding with a Theoretical CAD Model and/or RFQ/RFP Data".

2. United States Patent Application No. 12/940,734, filed November 5, 2010, entitled "Computer System and Method for Providing Real-world Market-based Information Corresponding with a Theoretical CAD Model and/or RFQ/RFP Data". This patent application is a "continuation" of United States Patent Application No. 11/704574.

EXHIBIT D

Trademarks

1. United States Trademark Registrations. The Company is the owner of the following United States Trademark Registrations:

- U.S. Registration Number 3858615 for “MFG.COM in stylized form with design (claiming color as a feature of the mark)”;
- U.S. Registration Number 3858614 for “MFG.COM in stylized form with design (without claim to color as a feature of the mark)”;
- U.S. Registration Number 3812386 for “Design mark consisting of an oblate circle upon which is superimposed two arrowhead shapes whose points converge at the center of the circle” ; and
- U.S. Registration Number 3982982 for “MFG>COM” in typed form.

The Company previously held the following United States Trademark Registrations (now cancelled by the United States Patent & Trademark Office):

- U.S. Registration Number 2584054 for “MFGQUOTE” in typed form; and
- U.S. Registration Number 2584053 for “MANUFACTURINGQUOTE” in typed form.

2. United States and Foreign Trademark Applications.

The Company previously filed United States Trademark Application Serial Number 77/541589 for the mark “MFG.COM” in typed form, but elected to not prosecute such application. (The Company later filed United States Trademark Application Serial Number 76/705191 for the mark “MFG.COM in typed form, which application has since matured into U.S. Registration Number 3982982 for “MFG.COM” in typed form, as described above.)

The Company has filed national trademark applications in China for the mark “MFG.COM” under Application No. 7190473, filed February 6, 2009 (services in Class 42) and Application No. 7190474, filed February 6, 2009 (services in Class 35).

The tradename (raison sociale) of the company “Sourcingparts.com SA” is registered in the Register of Commerce of the State of Vaud, Switzerland.

The trademark (marque) “Sourcingparts.com” has been registered in Austria, Benelux, France, Germany (registration not valid anymore), Italy, Portugal (registration not valid anymore), Spain and Switzerland.

Tagline:

The Company utilizes the following tagline in its marketing material:

- “Make Something”