

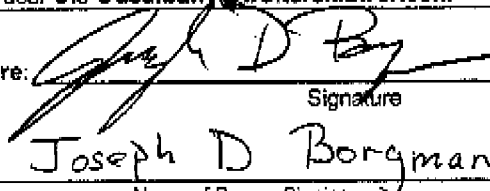
RECORDATION FORM COVER SHEET

United States Patent and Trademark

Office OMB No. 0651-0027 (exp. 06/30/2008)

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies): H5 71 Stevenson Street San Francisco, CA 94105 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: Street Address: 3003 Tasman Dr HF 150 City: Santa Clara State: CA Country: USA Zip: 95054 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance/Execution Date(s): Execution Date: August 12, 2010 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Joint Research Agreement <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____		4. Application or patent number(s): A. Patent Application No.(s) 6708165 7433883 6493711 B. Patent No.(s) Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: UCC Direct Services Internal Address: Attn: 14080632 Street Address: 187 Wolf Road, Suite 101 City: Albany State: NY Zip: 12205 Phone Number: 1-800-342-3676 X 4065 Fax Number: 800-962-7049 Email Address: CIs-Udsalbany@wolterskluwer.com		6. Total number of applications and patents involved: 3 7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 120.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title)	
9. Signature:  Signature Joseph D Borgman Name of Person Signing		8. Payment Information a. Credit Card Last 4 Numbers 5683 Expiration Date 10/12 b. Deposit Account Number Authorized User Name Date 8/26/10	

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the First Amendment Effective Date by and between SILICON VALLEY BANK ("Bank") and H5 ("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 the Effective Date (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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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.

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.

Address of Grantor:

71 Stevenson Street
San Francisco, CA

Attn:

GRANTOR:

H5

By: *E. J. ...*

Title: *Emo*

Address of Bank:

4420 Rosewood Drive
Building 2, Suite 2540
Pleasanton, CA 94586

Attn: Jo Ishida

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

HS

71 Stevenson Street
San Francisco, CA

By: _____

Title: _____

Attn:

BANK:

Address of Bank:

SILICON VALLEY BANK

4420 Rosewood Drive
Building 2, Suite 2540
Pleasanton, CA 94586

By: Christina M. Ng

Title: Relationship Manager

Attn: Jo Ishida

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	6708165	06/01/2003
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	7433883	09/09/2004
WIDE-SPECTRUM INFORMATION SEARCH ENGINE	6493711	12/10/2002

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
H5	78884927	11/27/2007
H5 ATLAS	76338289	08/26/2003
H5 TECHNOLOGIES	76976229	03/23/2004
H5	76258840	07/11/2006
H5 TECHNOLOGIES	76258841	08/29/2006

EXHIBIT "D"

MASK WORKS

<u>MASK WORK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO</u>	<u>STATUS</u>
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