

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Patent Security Agreement (Second Lien) |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ECOMMERCE INDUSTRIES, INC. | 03/07/2011 |
| RECEIVING PARTY DATA | |
| Name: | Silver Point Finance, LLC |
| Street Address: | Two Greenwich Plaza |
| City: | Greenwich |
| State/Country: | CONNECTICUT |
| Postal Code: | 06830 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Application Number: | 11995135 |
| PCT Number: | US0544354 |
| CORRESPONDENCE DATA | |
| Fax Number: | (917)777-4104 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 212-735-3000 |
| Email: | mmcguire@skadden.com |
| Correspondent Name: | Skadden Arps Slate Meagher & Flom LLP |
| Address Line 1: | Four Times Square |
| Address Line 2: | Attn: Elaine D. Ziff, Esq. |
| Address Line 4: | New York, NEW YORK 10036 |
| ATTORNEY DOCKET NUMBER: | 070600/38 |
| NAME OF SUBMITTER: | elaine d. ziff |
| <p>Total Attachments: 5</p> <p>source=Second Lien#page1.tif</p> <p>source=Second Lien#page2.tif</p> | |

CH \$80.00 11995135

501466673

PATENT
REEL: 025950 FRAME: 0460

source=Second Lien#page3.tif
source=Second Lien#page4.tif
source=Second Lien#page5.tif

PATENT SECURITY AGREEMENT (SECOND LIEN) dated as of March 7, 2011 (this "**Agreement**"), made by each ECOMMERCE INDUSTRIES, INC., a Delaware corporation, located at 4400 Alliance Gateway Freeway, Suite #154, Forth Worth, Texas 76177 (the "**Grantor**"), in favor of SILVER POINT FINANCE, LLC, a Delaware limited liability company, located at Two Greenwich Plaza, Greenwich, Connecticut 06830 as Collateral Agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Second-Lien Pledge and Security Agreement dated as of April 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), made by the Grantor, the Collateral Agent and the other parties thereto, and (b) the Second-Lien Credit and Guarantee Agreement dated as of April 6, 2007 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Grantor, ECI ACQUISITION HOLDINGS, INC., and CERTAIN SUBSIDIARIES OF THE GRANTOR, as Guarantors, various Lenders (as defined therein), and SILVER POINT FINANCE, LLC, as Administrative Agent, Collateral Agent and Lead Arranger. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.2 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Borrower Obligations, including the Guarantees, the Grantor and the Guarantors, pursuant to the Security Agreement, did, and the Grantor hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of their respective right, title or interest in or to any and all of the following assets and properties then or now owned or at any time hereafter acquired by them or in which they now have or at any time in the future may acquire any right, title or interest (collectively, the "**Patent Collateral**"):

(i) all United States and foreign patents and applications for letters patent throughout the world, including, but not limited to, any of the foregoing referred to on Schedule I (as such schedule may be amended or supplemented from time to time), and all rights corresponding thereto throughout the world;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing;

(iii) the right to sue for past, present and future infringements of any of the foregoing; and

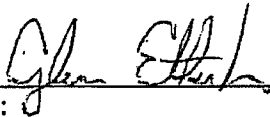
(iv) all proceeds of the foregoing, including, without limitation, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this PATENT
SECURITY AGREEMENT (SECOND LIEN) as of the day and year first above written.

**eCOMMERCE INDUSTRIES, INC., as
Grantor,**

By: 
Name:
Title:

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (SECOND LIEN)]

**PATENT
REEL: 025950 FRAME: 0464**

SILVER POINT FINANCE, LLC, as
Collateral Agent,

By: 

Name:

Frederick H. Fogel

Title:

Authorized Signatory

Schedule I

PATENT SECURITY AGREEMENT (SECOND LIEN)

| <u>Application Serial No.</u> | <u>Filing Date</u> | <u>Publication No.</u> | <u>Title</u> |
|-----------------------------------|--------------------|------------------------|--|
| PCT/US05/044354 | December 6, 2005 | WO/2007/011419 | Status Monitoring System and Method |
| US 11/995,135 | January 9, 2008 | US 2009/0147299A1 | Status Monitoring System and Method |
| CA 2,615,438 | January 15, 2008 | CA 2,615,438 | Status Monitoring System and Method |