

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Amendment

CONVEYING PARTY DATA

Name	Execution Date
Exit41, Inc.	12/15/2010

RECEIVING PARTY DATA

Name:	Dace Ventures I, LP
Street Address:	230 Third Ave.
Internal Address:	3rd Floor
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451

Name:	Dace Parallel Fund I, LP
Street Address:	230 Third Ave.
Internal Address:	3rd Floor
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451

Name:	GrandBanks Capital Venture Fund II LP
Street Address:	65 Williams Street
Internal Address:	Suite 220
City:	Wellesley
State/Country:	MASSACHUSETTS
Postal Code:	02481

Name:	JOA Investments, LLC
Street Address:	970 Lake Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06831

501474858

PATENT
REEL: 025994 FRAME: 0739

OP \$80.00 7110964

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7110964
Application Number:	12194124

CORRESPONDENCE DATA

Fax Number: (617)399-6930

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-399-6932

Email: nbrown@brillawgroup.com

Correspondent Name: Nichole Brown

Address Line 1: 425 Boylston Street

Address Line 2: 3rd Floor

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:

Suzanne Hamel

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

Patent and Trademark Security Agreement dated as of December 15, 2010 by Exit41, Inc., a Delaware corporation (the "Debtor"), in favor of each secured party listed on Schedule I attached hereto as such schedule may be amended from time to time (each a "Secured Party" and collectively the "Secured Parties").

WITNESSETH:

WHEREAS, the Debtor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Parties pursuant to which the Debtor is required to execute and deliver this Patent and Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties, to make a loan to the Debtor now and/or in the future pursuant to the Purchase Agreement, the Debtor hereby agrees with each Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Debtor hereby pledges and grants to the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor:

- (a) Patents and patent applications of the Debtor listed on Schedule I attached hereto (the "Patents");
- (b) Trademarks and trademark applications of the Debtor listed on Schedule I attached hereto (the "Trademarks"); and
- (c) All proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security Agreement and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent and Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Majority Purchasers shall otherwise determine. This Patent and Trademark Security Agreement may be amended or any provision may be waived with the consent of the Debtor and the Majority Purchasers. Notwithstanding the foregoing, the Debtor may amend Schedule I upon the issuance of additional Bridge Notes pursuant to the Purchase Agreement. The Debtor shall provide such updated Schedule I to the Secured Parties.

SECTION 4. Termination. Upon the payment in full of the Bridge Notes and termination of the Security Agreement, the Majority Purchasers on behalf of the Secured Parties shall execute, acknowledge, and deliver to the Debtor (if requested by the Debtor) an instrument

in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents and Trademarks under this Patent and Trademark Security Agreement.

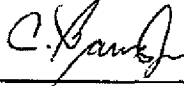
SECTION 5. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent and Trademark Security Agreement by signing and delivering one or more counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

EXIT41, INC.

By: 
Name: Chet Barnard
Title: President

Accepted and Agreed:

DACE VENTURES I, LP

By: Dace Ventures GP, LLC
Its: General Partner

By: _____
Name: Jonathan W. Chait
Title: Managing Member

DACE PARALLEL FUND I, LP

By: Dace Ventures GP, LLC
Its: General Partner

By: _____
Name: Jonathan W. Chait
Title: Managing Member

GRANDBANKS CAPITAL VENTURE FUND II LP

By: GrandBanks Capital II LP
Its General Partner

By: GrandBanks Capital GP II LLC
Its General Partner

By: _____
Name: Timothy J. Wright
Title: Manager

Signature Page to Patent and Trademark Security Agreement

PATENT

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Its General Partner

By: _____
Name: Timothy J. Wright
Title: Manager

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DACE PARALLEL FUND I, LP

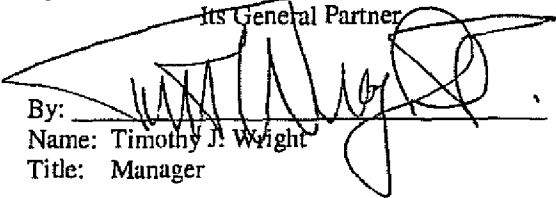
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Title: Managing Member

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By: GrandBanks Capital II LP
Its General Partner

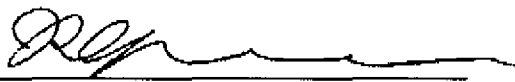
By: GrandBanks Capital GP II LLC
Its General Partner

By: 
Name: Timothy J. Wright
Title: Manager

Signature Page to Patent and Trademark Security Agreement

PATENT

JAO INVESTMENTS, LLC

By: 

Name: J. Robert Greene

Title: Managing Member

Signature Page to Patent and Trademark Security Agreement

PATENT

DEEL-005001 FRAME-0710

SCHEDULE I
PATENT AND TRADEMARK SECURITY AGREEMENT
PATENT AND TRADEMARK REGISTRATIONS AND APPLICATIONS

Patents:

COUNTRY	TITLE	SERIAL NO.	FILING DATE	ISSUE DATE	PATENT NO.	STATUS
U.S.	Order Processing	10/652,702	8/29/2003	9/19/2006	7,110,964	Issued
U.S.	Communication In A Commercial Context	12,194,124	8/19/2008			Pending

Trademarks:

The Debtor had a trademark for "Exit41." The trademark was cancelled on August 29, 2009. The Debtor is in the process of refiling for the "Exit41" trademark.

The Debtor has a trademark application for "LINK. LIKE. EAT." (pending).

Schedule I – Secured Parties

DACE VENTURES I, LP

DACE PARALLEL FUND I, LP

GRANDBANKS CAPITAL VENTURE FUND II LP

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RECORDED: 02/02/2014

DEED: 025004 FRAME: 0748