

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WITHIN3, INC.	09/02/2011
RECEIVING PARTY DATA	
Name:	SQUARE 1 BANK
Street Address:	406 Blackwell Street
Internal Address:	Suite 240
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	11686394
Application Number:	11686401
Application Number:	11686409
Application Number:	11686416
Application Number:	11686421
Application Number:	11686429
Application Number:	11922898
Application Number:	11989039
CORRESPONDENCE DATA	
Fax Number:	(919)354-1278
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-314-3086
Email:	loandocsdept@square1bank.com
Correspondent Name:	Square 1 Bank
Address Line 1:	406 Blackwell Street

CH \$320.00 11686394

501649598

PATENT
REEL: 026864 FRAME: 0157

Address Line 2: Suite 240
Address Line 4: Durham, NORTH CAROLINA 27701

NAME OF SUBMITTER:

Lee Conner

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of September 2, 2011 by and between SQUARE 1 BANK ("*Bank*") and Within3, Inc., a Delaware corporation ("*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 of even date herewith (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).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Exhibits 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 (collectively, "*Intellectual Property Collateral*").

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to 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.

SIGNATURE PAGE FOLLOWS

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:

WITHIN3, INC.

2401 Superior Viaduct

Cleveland, OH 44113

By:

Name:

Title:

Brian Catlett

Brian Catlett

CFO

BANK:

Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

By:

Name:

Title:

[Signature]

B Fleming

SVP

SQUGT010000



EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		

square 1 bank

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
SOCIAL NETWORK ANALYSIS	11/686394	3-15-2007
SOCIAL NETWORK ANALYSIS	11/686401	3-15-2007
COLLECTIONS OF LINKED DATABASES	11/686409	3-15-2007
COLLECTIONS OF LINKED DATABASES	11/686416	3-15-2007
COLLECTIONS OF LINKED DATABASES	11/686421	3-15-2007
COLLECTIONS OF LINKED DATABASES	11/686429	3-15-2007
COLLECTIONS OF LINKED DATABASES	11/922898	7-15-2009
Collections of linked databases and systems and methods for communicating about updates thereto	11/989039	1-18-2008

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WITHIN3	3560802	1-13-2009