

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
eCommerce Industries, Inc.	10/17/2011
RECEIVING PARTY DATA	
Name:	GCI Capital Markets LLC, as Administrative Agent
Street Address:	c/o Golub Capital Incorporated, 551 Madison Avenue, 6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11995135
CORRESPONDENCE DATA	
Fax Number:	(312)902-1061
Phone:	312.577.8034
Email:	oscar.ruiz@kattenlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman
Address Line 1:	525 West Monroe Street
Address Line 4:	Chicago, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	337968-44
NAME OF SUBMITTER:	Oscar Ruiz
Total Attachments: 5 source=Patent Security Agreement - Borrower#page1.tif source=Patent Security Agreement - Borrower#page2.tif source=Patent Security Agreement - Borrower#page3.tif source=Patent Security Agreement - Borrower#page4.tif source=Patent Security Agreement - Borrower#page5.tif	

CH \$40.00 11995135

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 17, 2011, is between **ECOMMERCE INDUSTRIES, INC.**, a Delaware corporation (the "Grantor"), in favor of **GCI CAPITAL MARKETS LLC**, a Delaware limited liability company, as administrative agent (in such capacity, the "Grantee") for the benefit of itself and the Secured Parties. Capitalized terms used but not otherwise defined in this Patent Security Agreement shall have the meanings assigned to such terms in the Credit Agreement (as hereinafter defined)

RECITALS

WHEREAS, Grantor owns the Patent registrations, and Patent applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Grantee, the other Loan Parties party thereto, and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Grantor, Grantee, and the other Persons party thereto as "Grantors" thereunder, Grantor has granted to Grantee for the benefit of itself and the other Secured Parties a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents, Patent registrations and Patent applications, and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:


- (1) each Patent registration and Patent application owned by Grantor, including, without limitation, the Patent registrations and Patent applications referred to in **Schedule 1** annexed hereto, all patentable inventions and all of the inventions and improvements described and claimed therein, and all of the goodwill of the business connected with the use of, and symbolized by each of the foregoing; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent registration owned by Grantor including, without limitation, the Patent registrations relating to Patents and referred to in **Schedule 1** annexed hereto and the Patent registrations issued with respect to the Patent applications referred to in **Schedule 1** annexed hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral 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 of any conflict between any provision of this Patent Security Agreement and the Security Agreement, the Security Agreement shall govern

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer on the date first set forth above.

ECOMMERCE INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Ron Books
Title: President & CEO

Acknowledged:

GCI CAPITAL MARKETS LLC,
a Delaware limited liability company,
as Administrative Agent

By: 
Name: Andrew H. Steuerman
Title: Authorized Signatory

Schedule 1
to
Patent ark Security Agreement

U.S. PATENT REGISTRATIONS

None.

FOREIGN PATENT REGISTRATIONS

None.

U.S. PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application</u>	<u>Owner</u>
Status Monitoring System and Method	United States	11/995,135 (Publication No. US2009/0147299A1)	eCommerce Industries, Inc.

FOREIGN PATENT APPLICATIONS

<u>Title</u>	<u>Jurisdiction</u>	<u>Application</u>	<u>Owner</u>
Status Monitoring System and Method	PCT	PCT/US05/044354 (Publication No. WO/2007/011419)	eCommerce Industries, Inc.
Status Monitoring System and Method	Canada	2,615,438 (Publication No. 2,615,438)	eCommerce Industries, Inc.