

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
PrismaStar, Inc.	11/01/2011
RECEIVING PARTY DATA	
Name:	Octopus Investments Limited
Street Address:	20 Old Bailey
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC4M 7AN
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7457772
Application Number:	11774332
CORRESPONDENCE DATA	
Fax Number:	(816)753-1536
Phone:	816-572-4439
Email:	uspt@polsinelli.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:	Corey M. Casey
Address Line 1:	700 W. 47th Street
Address Line 2:	Suite 1000
Address Line 4:	Kansas City, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	063925-415840
NAME OF SUBMITTER:	Corey M. Casey
Total Attachments: 9 source=SecurityAgreement#page1.tif	

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as may be amended, supplemented and otherwise modified from time to time, "IP Security Agreement") is made and effective as of November 1, 2011, by PrismaStar, Inc., a Delaware corporation, (including any successor or permitted assignee thereof, "Grantor"), in favor of Richard L. Chambers, as agent for US Note Holders and Octopus Investments Limited, a company incorporated in England and Wales (03942880), as security trustee for itself and each of the Security Beneficiaries (including any successors, participants, assignees or transferees thereof, collectively, the "Lenders"). Capitalized terms used herein without definition have the respective meanings assigned in that certain Pari Passu Intercreditor Agreement dated as of October 31, 2011 as may be amended, restated or modified, from time to time (the "Intercreditor Agreement").

RECITALS

WHEREAS, as a condition to the Lenders entering into the Intercreditor Agreement and providing the financial accommodations thereunder, the Lenders have required that Grantor grant to the Lenders a security interest in the Collateral (as defined herein) including a security interest in Collateral identified in this IP Security Agreement, including, but not limited to, the patents, patent applications, inventions, and the like, listed on Schedule A attached hereto and the trademarks, trademark applications, and trademark licenses listed on Schedule B, to secure the payment of all amounts owed to the Lenders;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Lenders hereby agree as follows:

1. Grant. Grantor hereby grants to Lenders an absolute, present, unconditional, continuing first priority security interest in and to Grantor's entire right, title and interest in, to and under the following property and rights (collectively, the "Collateral"):

(a) Any and all types of exclusionary or protective rights granted (or applications therefor) for designs and inventions in any country of the world including, but not limited to, all treaty and convention rights (including, without limitation, all utility patents, design patents, utility models, inventor's certificates, and the like), and any and all patents, reissues, reexaminations, extensions, and supplementary protections certificates thereof, and all patent applications (including, without limitation, all provisional, divisional, continuation, continuing, reissue, continuation-in-part, patent cooperation treaty, and foreign counterpart applications), licenses, together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule A hereto (collectively, the "Patents"); and

(b) Any and all: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, logos, designs, symbols, marks, and/or other sources of business identifiers used in any country in the world

including, but not limited to, all treaty, convention, and common law rights, whether registered or unregistered, and any and all goodwill associated therewith, now existing or hereafter acquired; (ii) all applications, registrations, recordings and renewals thereof or therefor, in or with any national, state or local governmental authority of any country, or community or collective authority or agency (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of use under Section 1(c) and 1(d) of said Act has been filed); and (iii) all licenses therefor; together with the right to sue for past, present and future infringements of any thereof, and all past, present and future proceeds of the foregoing, including, without limitation, licenses, royalties, income, payment, claims, damages and proceeds of suit, including, without limitation, any thereof referred to on Schedule B hereto (collectively, the "Trademarks"); and

(c) Any and all claims and causes of action for past, present or future infringement of any of the Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Collateral; and

(d) Any and all licenses or rights granted under any of the Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and

(e) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Collateral; and

(f) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the United States Copyright Office, the United States Patent and Trademark Office, and all analogous foreign government offices and agencies (and any other any state, governmental, foreign or other authorities to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the Lenders' interests in, to and under the Collateral.

3. Power of Attorney. Grantor hereby irrevocably grants Lenders a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Lenders' discretion, to take any action and to execute any instrument which Lenders may deem reasonably necessary or advisable to accomplish the purposes of the Intercreditor Agreement or this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Lenders' sole discretion and without first obtaining Grantor's approval of or signature thereto) Schedule A, and/or Schedule B hereof, as appropriate, to include references to or the identification of any intellectual property (or applications, registrations, patents, or licenses therefor) acquired by Grantor after the execution hereof or to delete any reference to any Collateral in which Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in the Lenders' sole discretion and without first obtaining Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lenders' interest or Grantor's rights in the Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any assignment or other document required to acknowledge, register or perfect the Lenders' interest in any part of the Collateral without the signature of Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

4. Covenants.

(a) Grantor (either itself or through licensees) will (A) continue to use each Trademark on or in connection with Grantor's applicable goods and/or services in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (B) maintain as in the past at least the same quality of products and services offered under each such Trademark, (C) employ each such Trademark with the appropriate notice of registration and ownership, (D) not adopt or use any mark which is confusingly similar to or a colorable imitation of any Trademark unless within 30 days after such use or adoption, the Lenders, for their benefit, shall obtain a perfected security interest in such mark pursuant to this IP Security Agreement, and (E) not (and not permit any licensee or sublicensee thereof to) do any act or omit to do any act whereby any Trademark may become invalidated, abandoned, canceled, unenforceable, and/or weakened.

(b) Grantor will not do any act, or omit to do any act, whereby any Patent may become abandoned and will timely pay all maintenance and annuity fees due in connection with each Patent and will timely and properly prosecute any and all Patent applications.

(c) Grantor will not do or permit any act or omit to do any act whereby any Copyright or Copyright License may lapse or become invalid, canceled, unenforceable, or placed in the public domain except upon expiration at the end of an unrenovable term of a registration thereof.

(d) Grantor will promptly notify Lenders if Grantor knows, or has reason to know, that any application relating to any Patent or any Copyright may become abandoned or dedicated, or of any adverse determination or material development regarding Grantor's Trademarks, Patents and Copyrights (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court, tribunal, agency, office,

administrative body, and/or other governing authority in any country, as the case may be) regarding Grantor's ownership of any Patent, Copyright or Trademark or its right to patent or register the same or to keep and maintain the same.

(e) Whenever Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for any Patent, Copyright or for the registration of any Trademark with the United States Patent and Trademark Office or United States Copyright Office, as the case may be, or any similar office or agency in any other country or any political subdivision thereof, Grantor shall: (i) promptly record the Lenders' security interest with any and all such offices and/or agencies; and (ii) report such filing and recording to the Lenders within five business days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Lenders, Grantor shall execute and deliver any and all reasonably necessary agreements, instruments, documents, and papers as Lenders may request to evidence Lenders' security interest in any newly filed Patent, Copyright or Trademark (or the application related thereto) and the goodwill and general intangibles of Grantor relating thereto or represented thereby, and Grantor hereby constitutes the Lenders as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the obligations are paid in full.

(f) Grantor will take all reasonable and necessary steps, including, without limitation, in any proceedings before any tribunal, office or agency in any country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration or issuance) and to maintain each Patent and each registration of Trademarks, including, without limitation, payment of all maintenance and annuity fees, filing of applications for renewal, affidavits of use and affidavits of incontestability when appropriate.

(g) In the event Grantor knows or has reason to know that any Patent, Copyright or Trademark included in the Collateral is being and/or may be infringed, misappropriated, or diluted by a third party, Grantor shall promptly notify the Lenders after it learns thereof and shall promptly sue for infringement, misappropriation or dilution, or take other actions as Grantor shall deem appropriate under the circumstances to protect such Patent, Copyright or Trademark.

5. Release. The security interest granted herein will terminate (and all rights to the Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Intercreditor Agreement. Upon any such termination, Grantor shall have the right to execute, deliver and file such documents as may be required to evidence the termination of the security interest granted in this IP Security Agreement.

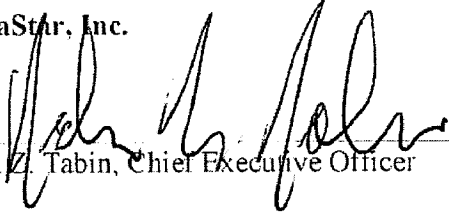
6. Miscellaneous. This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lenders under the Intercreditor Agreement. The rights and remedies of Grantor and the Lenders with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Intercreditor Agreement, all terms and provisions of which are hereby incorporated herein by reference. This IP Security Agreement may be executed in any number of counterparts with the

same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Intercreditor Agreement, the provisions of this Agreement shall govern.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement, as an instrument under seal (whether or not any such seals are physically attached hereto), through their duly authorized officers, as of the date first written above.

PrismaStar, Inc.



Joshua Z. Tabin, Chief Executive Officer

Ověření-Legalizace

Ověřuji, že: -----

Joshua Zachary Tabin, nar. 20.11.1968, bytem 1425 SHERIDAN RD., HIGHLAND PARK, United States of America -----

běžné číslo ověřovací knihy O/VI/3458/2011 -----

jehož (jejíž) totožnost byla prokázána platným úředním průkazem, tuto listinu přede mnou vlastnoručně podepsal (a). -----

V: Praze -----

Dne: 16. prosince 2011 -----



JUDr. Roman Bláha,
notář v Havlíčkově Brodě

[Handwritten signature]
JUDr. Michaela Havlová
notářka kan. práva
JUDr. Roman Bláha
notář v Havlíčkově Brodě

SCHEDULE A
PATENT COLLATERAL

I. Patents

<u>Patent Number</u>	<u>Country</u>	<u>Issue</u>	<u>Date</u>	<u>Title</u>
7,457,772	USA			Method and apparatus for interactive criteria-based commodity comparisons

II. Pending Patent Applications

<u>Patent Title</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Number</u>	<u>Serial Filing Date</u>	<u>Status</u>
Method and Apparatus to Facilitate Altering a Presentation Order for Search Results				11/774,332	

III. Patent Licenses

<u>Patent No.</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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SCHEDULE B

TRADEMARK COLLATERAL

I. Registered Trademarks

<u>Trademark Description</u>	<u>Country</u>	<u>Registration Number/ Serial Number</u>	<u>Issued</u>
PRISMSTAR	USA	Reg. No. 3,473,714	July 22, 2008
PRISMSTAR and Design	USA	Reg. No. 3,549,456	December 23, 2008
ANSWEROIL and Design	USA	Reg. No. 3,536,646	November 25, 2008
ANSWEROIL	USA	Reg. No. 3,392,949	March 4, 2008

II. Pending Trademark Applications

<u>Trademark Description</u>	<u>Atty. Docket Number</u>	<u>Country</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Status</u>
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III. Trademark Licenses

<u>Registration Number</u>	<u>Mark</u>	<u>Country</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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