

## 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
WhiteFence, Inc.	07/19/2012
RECEIVING PARTY DATA	
Name:	Comerica Bank, a Texas banking association
Street Address:	2900 North Loop West, Suite 900
Internal Address:	Technology & Life Sciences Division, M/C 6205
City:	Houston
State/Country:	TEXAS
Postal Code:	77092
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7516103
Patent Number:	6996781
Application Number:	12384417
CORRESPONDENCE DATA	
Fax Number:	7349302494
Phone:	734-761-3780
Email:	asujek@bodmanlaw.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:	Angela Alvarez Sujek - Bodman PLC
Address Line 1:	201 South Division, Ste. 400
Address Line 4:	Ann Arbor, MICHIGAN 48104
NAME OF SUBMITTER:	Angela Alvarez Sujek
Total Attachments: 6 source=WhiteFence IP Agreement#page1.tif source=WhiteFence IP Agreement#page2.tif source=WhiteFence IP Agreement#page3.tif source=WhiteFence IP Agreement#page4.tif source=WhiteFence IP Agreement#page5.tif source=WhiteFence IP Agreement#page6.tif	

OP \$120.00 7516103

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 19, 2012, between COMERICA BANK ("Bank") and WHITEFENCE, 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 make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Intellectual Property Collateral (as defined in the Loan Agreement) to secure the Obligations.

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 the Intellectual Property 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 the~~ Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, 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 Collateral (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 (in each case, to the extent constituting 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.

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.

Address of Grantor:

5333 Westheimer Road  
Suite 1000  
Houston, TX 77056-5411  
Attn: \_\_\_\_\_  
Fax: 713-663-0165

GRANTOR:

WHITEFENCE, INC.

By: Robert J. Harris

Name: Robert J. Harris

Title: CEO

Address of Secured Party:

Comerica Bank  
Technology & Life Sciences Division  
2900 North Loop West, Suite 900  
M/C 6205  
Houston, TX 77092  
Fax: (713) 507-2880

SECURED PARTY:

COMERICA BANK

By: William Griesinger

Name: WILLIAM GRIESINGER

Title: SVP

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.

Address of Grantor:

5333 Westheimer Road  
Suite 1000  
Houston, TX 77056-5411  
Attn: \_\_\_\_\_  
Fax: 713-663-0165

GRANTOR:

**WHITEFENCE, INC.**

By: Robert L. Harris

Name: Robert L. Harris

Title: CEO

Address of Secured Party:

Comerica Bank  
Technology & Life Sciences Division  
2900 North Loop West, Suite 900  
M/C 6205  
Houston, TX 77092  
Fax: (713) 507-2880

SECURED PARTY:

**COMERICA BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**Copyrights**

**None.**

**EXHIBIT B**

**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Method and apparatus for facilitating electronic acquisition and maintenance of goods and services via the internet	09/803545	3/9/01	7,516,103	4/7/09
System and method for generating XSL transformation documents	09/999822	10/31/01	6,996,781	2/7/06
Method and apparatus for facilitating electronic acquisition and maintenance(sp) of goods and services via the internet	12/384417	4/3/09	n/a	n/a

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WHITEFENCE (and Design)	77/202427	6/11/07	3,465,789	7/15/08
WHITEFENCE YOUR HOME. YOUR LIFE. CONNECTED. (and Design)	77/202434	6/11/07	3,465,790	7/15/08
WHITEFENCE	78/543674	1/7/05	3,143,443	9/12/06
MOVE ENGINE*	78/506118	10/26/04	3,194,991	1/2/07
ACCELERATE YOUR MOVE*	76/547576	9/30/03	3,261,468	7/10/07
BEST PRICE CONNECT	76/493049	1/24/03	3,154,476	10/10/06
BEST PRICE CONNECTIONS*	76/793048	1/24/03	3,174,466	11/21/06

\* The Company may not renew these trademarks upon their expiration date.