

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
REVIONICS, INC.	08/14/2012
RECEIVING PARTY DATA	
Name:	ESCALATE CAPITAL PARTNERS SBIC I, L.P.
Street Address:	300 West Sixth Street
Internal Address:	Suite 2300
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	7853473
Patent Number:	8234225
Application Number:	13157159
Application Number:	61551082
Patent Number:	6363337
Application Number:	11772252
Application Number:	12393098
Application Number:	61544085
Application Number:	61644075
CORRESPONDENCE DATA	
Fax Number:	2147581550
Phone:	214-758-1500
Email:	shernandez@pattonboggs.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.	

OP \$360.00 7853473

Correspondent Name:	Nam H. Huynh
Address Line 1:	2000 McKinney Avenue, Suite 1700
Address Line 2:	Patton Boggs LLP
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023854.0137
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NAME OF SUBMITTER:	Nam H. Huynh
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 14, 2012 by and among ESCALATE CAPITAL PARTNERS SBIC I, L.P. ("**Lender**") and REVIONICS, INC., a Delaware corporation ("**Borrower**").

RECITALS

Lender has agreed to make certain advance of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and among Lender and Borrower dated of even date herewith (as amended, restated, or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of such Borrower's right, title and interest in, its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B, and C hereto) and 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. Borrower represents and warrants that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[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,

BORROWER:

REVIONICS, INC.,
a Delaware corporation

By: 
Name: _____
Title: _____


Address of Lender:

300 West Sixth Street
Suite 2300
Austin, Texas 78701

LENDER:

ESCALATE CAPITAL PARTNERS SBIC I, L.P.,
a Delaware limited partnership

By: Escalate SBIC Capital Management, LLC,
its general partner

By: 
Name: Ross Cockrell
Title: Member

SCHEDULE A
Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

SCHEDULE B
Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MARKET-BASED PRICE OPTIMIZATION SYSTEM	US 7,853,473	12/14/2010
PRICE OPTIMIZATION SYSTEM AND PROCESS FOR RECOMMENDING PRODUCT PRICE CHANGES	US 8,234,225	7/31/2012
SYSTEM AND METHODS FOR BUY AND HOLD PRICING	Pending Serial No. 13/157,159	6/9/2011
Space-Aware Pricing	Pending Serial No. 61/551,082	10/25/2011
TRANSLATION OF DATA ACCORDING TO A TEMPLATE	US 6,363,337	3/26/2002
CREATION OF VISUAL COMPOSITION OF PRODUCT IMAGES	Pending Serial No. 11/772,252	10/28/2010
SUB-PAGE-BASED PAGE LAYOUT SYSTEM AND METHOD THEREOF	Pending Serial No. 12/393,098	2/26/2009
TIERED PRICE FORECASTING	Pending Serial No. 61/544,085	10/07/2011
DYNAMIC STORE CLUSTERING FOR MARKDOWN	Pending Serial No. 61/644,075	10/07/2011

SCHEDULE C
Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Revionics (wordmark)	3,078,911	4/11/2006