

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|  |                             |
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| SUBMISSION TYPE:   | NEW ASSIGNMENT              |
| NATURE OF CONVEYANCE:  | SECURITY AGREEMENT          |
| CONVEYING PARTY DATA   |                             |
| Name   | Execution Date              |
| Kikin Inc.   | 01/01/2010                  |
| RECEIVING PARTY DATA   |                             |
| Name:  | 2b Holdings LLC             |
| Street Address:  | 305 West Broadway           |
| Internal Address:  | #110                        |
| City:  | New York                    |
| State/Country:   | NEW YORK                    |
| Postal Code:   | 10013                       |
| PROPERTY NUMBERS Total: 6  |                             |
| Property Type  | Number                      |
| Application Number:  | 13554779                    |
| Application Number:  | 13229245                    |
| Application Number:  | 13229302                    |
| Application Number:  | 13229311                    |
| Application Number:  | 13348532                    |
| Application Number:  | 13686601                    |
| CORRESPONDENCE DATA  |                             |
| Fax Number:  | 6173424000                  |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                             |
| Email:   | ejahaj@foley.com            |
| Correspondent Name:  | Foley and Lardner LLP       |
| Address Line 1:  | 111 Huntington Ave.         |
| Address Line 2:  | Suite 2600                  |
| Address Line 4:  | Boston, MASSACHUSETTS 02199 |
| ATTORNEY DOCKET NUMBER:  | KIKIN SECURITY AGREEMENT    |

OP \$240.00 13554779

PATENT

NAME OF SUBMITTER:

John D. Lanza

**Total Attachments: 7**

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## REVOLVING LOAN AND SECURITY AGREEMENT

This REVOLVING LOAN AND SECURITY AGREEMENT ("Agreement") is made and entered into as of January 1, 2010 between KIKIN LIMITED, a company limited by shares and incorporated under the Companies Law (as revised and amended) of the Cayman Islands (the "Borrower"), KIKIN INC., a Delaware corporation ("Guarantor"), and 2b HOLDINGS LLC, a Delaware limited liability company (the "Lender").

WHEREAS, the Borrower requested that the Lender make available to the Borrower a revolving credit facility in a maximum principal amount at any time outstanding of up to \_\_\_\_\_ (the "Facility Cap"), the proceeds of which shall be used by the Borrower for general corporate purposes;

WHEREAS, the Guarantor is a wholly-owned subsidiary of the Borrower and has agreed to guaranty the obligations of the Borrower hereunder; and

WHEREAS, the Lender is willing to make the Revolving Facility available to the Borrower upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, the Borrower and the Lender hereby agree as follows:

1. The Facility. Subject to the provisions of this Agreement, at the request of the Borrower, the Lender shall make advances to Borrower from time to time during the term of this Agreement pursuant to the Revolving Facility, provided that, notwithstanding any other provision of this Agreement, the aggregate amount of all advances at any one time outstanding under the Revolving Facility shall not exceed the Facility Cap. The "Revolving Facility" is a revolving credit facility which is represented by secured revolving promissory note in substantially the form of Exhibit A hereto (the "Note"), which may be drawn, repaid and redrawn, from time to time as permitted under this Agreement. Upon each such advance, the Lender is authorized to document the date and amount of such advance on the Note or on a spreadsheet attached to the Note. Lender may terminate the Revolving Facility at any time after January 1, 2011.

2. Payment and Conversion. All amounts outstanding under the Revolving Facility shall be due and payable in full on Demand. The Lender may, at its election, convert all or part of the indebtedness owed under the Revolving Facility into ordinary shares of the Borrower at a price per share of \_\_\_\_\_ as set forth in the Note. The Revolving Facility may be prepaid in full or in part at any time, and from time to time, without premium or penalty.

3. Registration, etc. The Borrower shall maintain at its principal office a register of the Note and the advanced amounts and shall record therein the names and addresses of the registered holder of the Note, the address to which notices are to be sent and the address to which payments are to be made as designated by the registered holder if other than the address of the holder, and the particulars of all transfers, exchanges and replacements of the Note. No transfer of the Note shall

be valid unless made on such register for the registered holder or his or her executors or administrators or his, her or its duly appointed attorney, upon surrender thereof for exchange as hereinafter provided, accompanied by an instrument in writing, in form and execution reasonably satisfactory to the Borrower.

4. Replacement of Notes. Upon receipt of evidence satisfactory to the Borrower of the loss, theft, destruction or mutilation of the Note and, if requested in the case of any such loss, theft or destruction, upon delivery of an indemnity bond or other agreement or security reasonably satisfactory to the Borrower, or, in the case of any such mutilation, upon surrender and cancellation of the Note, the Borrower will issue a new Note, of like tenor and amount and dated the date to which interest has been paid, in lieu of such lost, stolen, destroyed or mutilated Note.

5. Use of Proceeds. The Borrower shall use the proceeds from the transactions contemplated hereby in a manner duly authorized by the Board of Directors of the Borrower.

6. Security Agreement.

6.1. Grant of Security Interest from Borrower. As security for the payment and performance of the indebtedness represented by the Note (the "Liabilities"), the Borrower hereby grants the Lender a continuing security interest in and lien upon, and pledges to Lender, all of its right, title and interest in and to all of Borrower's assets, tangible and intangible, including without limitation its cash, cash equivalents, accounts receivable, inventory in all forms, contracts, chattel paper, instruments, deposit accounts, equipment, property, furniture, furnishing, fixed assets, and all general intangibles, including, without limitation, patents, trademarks, copyrights, service marks, and the like, and any and all other assets (collectively the "Collateral"), wherever located and whether now or hereafter existing and whether now owned or hereafter acquired and all parts and proceeds thereof and accessions thereto and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or otherwise with respect to any of the foregoing collateral; in each case, howsoever the Borrower's interests therein may arise or appear (whether by ownership, license, security interest, claim or otherwise). It is the Borrower's express intention that the continuing grant of this security interest remain as security for payment and performance of its Liabilities. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any of the Liabilities nor otherwise identify it as being secured hereby.

6.2. Grant of Security Interest from Guarantor. As additional security for the payment and performance of the Liabilities, the Guarantor hereby grants to Lender a continuing security interest in and lien upon, and pledges to Lender, all of its right, title and interest in and to all of Guarantor's assets, tangible and intangible, including without limitation its cash, cash equivalents, accounts receivable, inventory in all forms, contracts, chattel paper, instruments, deposit accounts, equipment, property, furniture, furnishing, fixed assets, and all general intangibles, including, without limitation, patents, trademarks, copyrights, service marks, and the like, and any and all other assets (collectively the "Guarantor Collateral"), wherever located and whether now or hereafter existing and whether now owned or hereafter acquired and all parts and proceeds thereof and accessions thereto and, to the extent not otherwise included, all

payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or otherwise with respect to any of the foregoing collateral; in each case, howsoever the Guarantor's interests therein may arise or appear (whether by ownership, license, security interest, claim or otherwise). It is the Guarantor's express intention that the continuing grant of this security interest remain as security for payment and performance of the Liabilities. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any of the Liabilities nor otherwise identify it as being secured hereby.

6.3. Financing Statements. Each of the Borrower and the Guarantor will authorize and/or execute upon the request of the Lender of such financing statements and like papers as the Lender deems necessary to properly protect the Collateral and the Guarantor Collateral and its security interest therein.

6.4. Event of Default. Any one or more of the following events shall constitute an "Event of Default" hereunder:

6.4.1. The failure by the Borrower to promptly, punctually and faithfully perform, or observe any term, covenant or agreement on its part to be performed or observed pursuant to any of the provisions of this Agreement and such failure continues uncured for five (5) days after written notice by the Lender to the Borrower of such failure.

6.4.2. The failure by the Borrower to pay any amounts of principal or interest due under the Note and such failure continues uncured for five (5) days after written notice by the Lender to the Borrower of such failure.

6.5. Remedies on Default. Upon the occurrence of an Event of Default, the Lender shall be entitled to exercise any and all of the rights and remedies available to a secured party under the all applicable laws in addition to the rights and remedies provided in this Agreement and the Note or any other instrument or document furnished in connection therewith. The Lender may, upon written notice, (i) require the Borrower to assemble the Collateral and make it available to the Lender at a place and time to be designated by the Lender which is reasonably convenient to both parties and (ii) require the Guarantor to assemble the Guarantor Collateral and make it available to the Lender at a place and time to be designated by the Lender which is reasonably convenient to both parties.

6.6. Debtor's Rights Until Default. In the absence of any Event of Default hereunder, the Borrower shall have the right to possess the Collateral and the Guarantor Collateral, manage its property and sell or otherwise encumber the Collateral and the Guarantor Collateral in the ordinary course of business.

7. Representations and Warranties by the Borrower. The Borrower hereby represents and warrants to the Lender that the following representations are true and complete as of the date of this Agreement.

7.1. Organization, Good Standing, Corporate Power and Qualification. The Borrower

is a company limited by shares and incorporated under the Companies Law (as revised and amended) of the Cayman Islands and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted.

7.2. Authorization. All corporate action required to be taken by the Borrower's Board of Directors in order to authorize the Borrower to enter into this Agreement, and to issue the Note has been taken.

8. Representations and Warranties of the Lender. The Lender hereby represents and warrants to the Borrower that the following representations are true and complete as of the date of this Agreement.

8.1. Organization. In the event that the Lender is a corporation, limited liability company or limited partnership duly organized or incorporated, it is validly existing and in good standing under the laws of its respective jurisdiction of organization or incorporation.

8.2. Authorization. The Lender has all necessary power and authority and has taken all appropriate action required to enter into and perform under this Agreement.

8.3. Investigation: Economic Risk. The Lender acknowledges that the Lender has had an opportunity to discuss the business, affairs and current prospects of the Borrower with the Borrower's officers. The Lender acknowledges that the Lender is able to fend for itself in the transactions contemplated by this Agreement and has the ability to bear the economic risks of its investment pursuant to this Agreement.

9. Guaranty. The Guarantor absolutely and unconditionally guarantees and agrees to be liable for the full and indefeasible payment and performance when due of all of the Liabilities to Lender and its assignees and successors in interest (the "Guaranteed Obligations"). This Guarantee is a guaranty of payment and not of collection. The Guarantor agrees that Lender and its assignees and successors in interest need not attempt to collect any Guaranteed Obligations from the Borrower, but may require the Guarantor to make immediate payment of all of the Guaranteed Obligations to Lender or and its assignees and successors in interest. The liability of the Guarantor shall be irrevocable, absolute and unconditional irrespective of, and the Guarantor hereby irrevocably waive any defenses it may now or hereafter have in any way relating to (a) any change, restructuring or termination of the structure or existence of the Borrower, (b) any voluntary or involuntary bankruptcy, insolvency, reorganization, receivership, or similar event or proceedings with respect to the Lender or the Guarantor, as applicable, or any of their respective properties, (c) the inability of the Lender to enforce the obligations of the Borrower against the Borrower by application of the automatic stay provisions of Section 362 of the Bankruptcy Code, or (d) any other circumstance. The Guarantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the obligations of the Borrower, and any requirement that the Lender exhaust any right or take any action against the Borrower or any other person. The Guarantor acknowledges that it will receive substantial direct and indirect benefits from the Revolving Facility and that the foregoing waivers are knowingly made in contemplation of such benefits.

*Carb*

10. Miscellaneous.

10.1. Written Changes, Waivers, Modification of Notes. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by a statement in writing signed by the Borrower and the Lender.

10.2. Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be delivered, or mailed first-class postage prepaid, registered or certified mail, as follows: (i) if to the Lender, to the address set forth below its signature to this agreement, and (ii) if to the Borrower, to c/o kikin Inc., 132 Crosby Street, 4<sup>th</sup> Floor, New York, NY 10012, Attention: President. Such notices and other communications shall for all purposes of this Agreement be treated as being effective or having been given if delivered personally, or, if sent by mail, when received. Any party may change its address for such communications by giving notice thereof to the other parties in conformity with this Section.

10.3. Entire Agreement. This Agreement, the exhibits and schedules hereto, the documents referenced herein and the exhibits and schedules thereto, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto and thereto. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

10.4. Severability. Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement, shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

10.5. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon and be enforceable by the successors and assigns of the parties hereto.

10.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its choice of law principles.

10.7. Counterparts. This Agreement may be executed concurrently in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*Copy*

[Signature Page to Follow]


*Ans*



IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first  
written above.


BORROWER:

WIKI LIMITED

By   
President Carlos M. Bitola

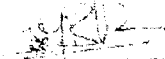
LENDER:

2b Holdings LLC

  
Managing Member Carlos M. Bitola

GUARANTOR:

WIKI Inc.

By   
Carlos M. Bitola