

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
AUCTION.COM, LLC	08/15/2013

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	211 Perimeter Center Parkway, Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346

PROPERTY NUMBERS Total: 29

Property Type	Number
Application Number:	61706097
Application Number:	13705091
Application Number:	13841634
Application Number:	13717656
Application Number:	13794460
Application Number:	61799685
Application Number:	61799280
Application Number:	61800146
Application Number:	61852469
Application Number:	61800264
Application Number:	61800439
Application Number:	61852062
Application Number:	61852056
Application Number:	61800567
Application Number:	61800753

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Application Number:	61800501
Application Number:	61802319
Application Number:	61801976
Application Number:	61852105
Application Number:	61852088
Application Number:	61852390
Application Number:	61801386
Application Number:	61800579
Application Number:	61800658
Application Number:	61852235
Application Number:	61852399
Application Number:	61852086
Application Number:	61800747
Application Number:	61852087

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-3493
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ATTORNEY DOCKET NUMBER:	52990.015894
NAME OF SUBMITTER:	Karen Osborne
Signature:	//Karen Osborne//
Date:	08/15/2013

Total Attachments: 6
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Patent Security Agreement

THIS PATENT SECURITY AGREEMENT, dated as of August 15, 2013 (this "Security Agreement"), is made by AUCTION.COM, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Grantor, the lenders from time to time parties thereto (the "Lenders"), the issuing bank party thereto and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of May 12, 2011 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantor and certain of its Subsidiaries have entered into the Guaranty and Security Agreement, dated as of May 12, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Guaranty and Security Agreement, the Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and in order to ensure compliance with the Credit Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Grantor hereby agrees as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Patent Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges, assigns and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent Collateral"):

(i) all of its Patents and all Patent Licenses providing for the grant by or to the Grantor of any right under any Patent, including, without limitation, those referred to on Schedule I hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and

agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and 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 or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Representation and Warranty.** Schedule I correctly sets forth all applied for and federally registered Patents owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and Patent Licenses subject to a security interest hereunder.

Section 6 **Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law.** This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

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

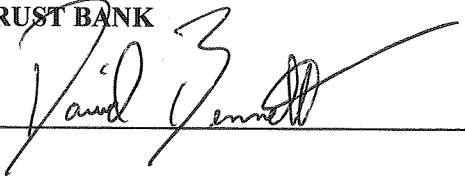
AUCTION.COM, LLC

By: MTM
Name: Michael J. Callahan
Title: Executive Vice President and
Chief Legal Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: 
Name: _____
Title:

DAVID BENNETT
Director

Patents

I. REGISTERED PATENTS

None.

II. PATENT APPLICATIONS

Patent	Application No. and Date
ONLINE AUCTION SYSTEM	61/706,097 26-Sep-2012
SYSTEM AND METHOD FOR PROVISIONING ASSETS FOR ONLINE TRANSACTIONS	13/705,091 04-Dec -2012
SYSTEM AND METHOD FOR DETERMINING VALUATION OF ITEMS USING PRICE ELASTICITY INFORMATION	13/841,634 15-Mar-2013
DYNAMICALLY DETERMINING BID INCREMENTS FOR ONLINE AUCTIONS	13/717,656 17-Dec -2012
SELECTIVELY LINKING AUCTIONS TO END AT THE SAME TIME	13/794,460 11-Mar-2013
PROGRESSIVE LOT BIDDING FOR ONLINE AUCTIONS	61/799,685 15-Mar-2013
SYSTEM AND METHOD FOR SELECTING PERSONALITIES TO FACILITATE THE COMPLETION OF AN ONLINE AUCTION	61/799,280 15-Mar-2013
SYSTEM AND METHOD FOR PROVIDING INFORMATION ABOUT ASSETS FOR A LIVE AUCTION	61/800,146 15-Mar-2013
SYSTEM AND METHOD FOR USING AUTOMATIC BIDDING TO PROMOTE LOWER RESERVE PRICE IN ACTIVE AUCTIONS	61/852,469 15-Mar-2013
VIRTUAL ONLINE AUCTION FORUM	61/800,264 15-Mar-2013
SYSTEM AND METHOD FOR PROVIDING INFORMATION ABOUT ASSETS DURING A LIVE AUCTION	61/800,439 15-Mar-2013
SYSTEM AND METHOD FOR USING AUTOMATIC BIDDING TO PROMOTE LOWER RESERVE PRICE IN ACTIVE AUCTIONS	61/852,062 15-Mar-2013
ELECTRONIC TRANSACTION ONLINE TOOL	61/852,056 15-Mar-2013

PROVIDING INSTRUCTIONS FOR CONDUCTING AN INSPECTION OF AN ASSET	61/800,567 15-Mar-2013
ARRANGING RELEVANT SERVICES FOR AN ONLINE ASSET TRANSACTION	61/800,753 15-Mar-2013
USER PUBLISHED AUCTIONS IN ONLINE MEDIUMS	61/800,501 15-Mar-2013
FLEXIBLE COMMERCIAL LOAN POOL	61/802,319 15-Mar-2013
LOT BIDDING OPTIMIZATION AND COMMUNICATION	61/801,976 15-Mar-2013
A SYSTEM AND METHOD FOR GENERATING AND SUBMITTING A BID REPORT FOR A SHORT SALE AUCTION	61/852,105 15-Mar-2013
COMPUTER IMPLEMENTED METHOD FOR DETERMINING LIENHOLDER IDENTITY AND MAKING A SHORT SALE OFFER	61/852,088 15-Mar-2013
ONLINE CREATION AND MANAGEMENT OF A SHORT SALE TRANSACTION OF REAL PROPERTY	61/852,390 15-Mar-2013
VALUATION TOOL FOR AN ONLINE AUCTION OF A REAL PROPERTY ASSET	61/801,386 15-Mar-2013
PROVIDING CONTENT FOR TOURING POINTS-OF-INTEREST OF A REAL PROPERTY ASSET	61/800,579 15-Mar-2013
MANAGING WORKFLOW FOR CLOSING A REAL PROPERTY ASSET TRANSACTION	61/800,658 15-Mar-2013
AUCTION REPORT GENERATOR	61/852,235 15-Mar-2013
BIDDER PROFILING	61/852,399 15-Mar-2013
A SYSTEM AND METHOD FOR DETERMINING LIKELIHOOD OF AUCTION SUCCESS AND SUGGESTION OF RESERVE PRICE ADJUSTMENT	61/852,086 15-Mar-2013
PROVIDING INFORMATION OF ASSETS FOR TRANSACTION TO A USER BASED ON THE USER PROFILE	61/800,747 15-Mar-2013
A SYSTEM AND METHOD FOR AUCTION PROBABILITY MODEL AND ENABLED RESERVE PRICE ADJUSTMENT	61/852,087 15-Mar-2013