

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2650221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
AUCTION.COM, LLC	12/16/2013
RECEIVING PARTY DATA	
Name:	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
Street Address:	211 PERIMETER CENTER PARKWAY
Internal Address:	SUITE 100
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30346
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14038713
Application Number:	13062060
CORRESPONDENCE DATA	
Fax Number:	(404)572-5100
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	CAROL FRASER, FINANCE PARALEGAL
Address Line 1:	1180 PEACHTREE STREET
Address Line 2:	KING & SPALDING LLP
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	AUCTION.COM 52990.015894
NAME OF SUBMITTER:	CAROL FRASER
Signature:	//Carol Fraser//

CH \$80.00 14038713

Date:

12/16/2013

**Total Attachments: 5**

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## **Patent Security Agreement**

**THIS PATENT SECURITY AGREEMENT**, dated as of December 16, 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: MTLW  
Name: Michael J. Callahan  
Title: Executive Vice President,  
Chief Legal Officer and Secretary

Acknowledged and Agreed to as of the date hereof:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: 

Name:

Title:

**DAVID BENNETT**

*Director*

**SCHEDULE I****Patents****I. REGISTERED PATENTS**

None.

**II. PATENT APPLICATIONS**

<b>Patent</b>	<b>Application Date</b>	<b>Application Number</b>
ONLINE AUCTION SYSTEM	26-Sep-2013	14/038,713
ONLINE AUCTION SYSTEM	26-Sep-2013	13/062,060