

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2687615

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>BOOKIT OPERATING LLC (FORMERLY KNOWN AS BOOKIT.COM, INC.)</td> <td>01/10/2014</td> </tr> </tbody> </table>		Name	Execution Date	BOOKIT OPERATING LLC (FORMERLY KNOWN AS BOOKIT.COM, INC.)	01/10/2014						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS AGENT</td> </tr> <tr> <td>Street Address:</td> <td>311 SOUTH WACKER DRIVE, SUITE 6400</td> </tr> <tr> <td>City:</td> <td>CHICAGO</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60606</td> </tr> </table>		Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS AGENT	Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400	City:	CHICAGO	State/Country:	ILLINOIS	Postal Code:	60606
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS AGENT										
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400										
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PROPERTY NUMBERS Total: 3											
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Property Type	Number										
Application Number:	13894166										
Patent Number:	8010628										
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CORRESPONDENCE DATA											
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>											
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Address Line 2:	STE 3300										
Address Line 4:	CHICAGO, ILLINOIS 60603										
ATTORNEY DOCKET NUMBER:	6878.003										
NAME OF SUBMITTER:	SHARON PATTERSON										
Signature:	/sharon patterson/										

Date:

01/17/2014

Total Attachments: 5

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") made as of January 10, 2014, by BOOKIT OPERATING LLC, a Florida limited liability company (formerly known as BOOKIT.COM, INC., a Florida corporation) ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Credit Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of the date hereof between Grantor and Grantee (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and all products and proceeds thereof, to secure the Obligations (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent and application for Patent listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof; and


(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent.

3. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision of or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Whenever in this Agreement reference is made to Grantee, Lenders or Grantor, such reference shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Grantee and Lenders and their respective successors and assigns. This Agreement may be authenticated in any number of separate counterparts, each of which shall collectively and separately constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BOOKIT OPERATING LLC
(formerly known as BOOKIT.COM, INC.)
By its sole Member, BookIt Enterprises LLC

By: 
Name: Arthur P. Finlaw
Title: Manager

Agreed and Accepted
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Agent

By: _____
Name: _____
Title: _____

{27658733;1}

Signature Page to Patent Security Agreement (Bookit)

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By: _____
Name: Arthur P. Finlaw
Title: Manager

Agreed and Accepted
As of the Date First Written Above

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC,**
as Agent

By: _____
Name: William Horrell
Title: Vice President

SCHEDULE 1

Patent Description	Jurisdiction	US Patent Application No.	Date	US. Patent No.
Software to Provide Geographically Relevant Website Content	U.S.	12/041430	3/3/2008	U.S. Patent No. 8,010,628 issued on 08/30/2011
Software to Provide Geographically Relevant Website Content	U.S.	13/242956	9/23/2011	U.S. Patent No. 8,443,053 issued on 05/14/2013
Providing Geographically Relevant Website Content	U.S.	13/894166	5/14/2013	n/a