

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2801876

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RESOURCE INTERACTIVE, LTD.	03/31/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIFTH THIRD BANK
<b>Street Address:</b>	38 FOUNTAIN SQUARE PLAZA, MD 10908F
<b>Internal Address:</b>	ATTENTION: STRUCTURED FINANCE GROUP
<b>City:</b>	CINCINNATI
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13417883
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)533-9099
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	202-467-8800
<b>Email:</b>	jspiantanida@vorys.com
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255
<b>ATTORNEY DOCKET NUMBER:</b>	005252-790/1707/A&R
<b>NAME OF SUBMITTER:</b>	JULIE S. PIANTANIDA
<b>SIGNATURE:</b>	/julie piantanida/
<b>DATE SIGNED:</b>	04/04/2014
<b>Total Attachments: 5</b>	
source=9. Amended and Restated Patent Security Agreement (Short Form) - Resource#page1.tif	
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source=9. Amended and Restated Patent Security Agreement (Short Form) - Resource#page3.tif	
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source=9. Amended and Restated Patent Security Agreement (Short Form) - Resource#page5.tif	

**PATENT**

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**AMENDED AND RESTATED PATENT SECURITY AGREEMENT**

(Short Form)

THIS AMENDED AND RESTATED PATENT SECURITY AGREEMENT (this “Agreement”), dated as of March 31, 2014 (the “Effective Date”), among **RESOURCE VENTURES, LTD.**, an Ohio limited liability company (“Resource Ventures”), and **RESOURCE INTERACTIVE, LTD.**, an Ohio limited liability company (“Resource Interactive”; and, together with Resource Ventures, each a “Debtor” and, collectively, “Debtors”), each of whose principal place of business and mailing address is 343 North Front Street, Columbus, Ohio 43215 (“Debtor”), and **FIFTH THIRD BANK**, an Ohio banking corporation (“Lender”), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, “Secured Party”), with offices at 38 Fountain Square Plaza, MD 10908F, Cincinnati, Ohio 45263, Attention: Structured Finance Group, is as follows:

This Agreement is executed in connection with: (a) the Amended and Restated Credit Agreement dated as of the Effective Date (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Credit Agreement”) by and among Debtors and Lender and (b) the Amended and Restated Patent Security Agreement dated as of the Effective Date (as may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Security Agreement”) executed by Debtors and Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the collateral in which a security interest and Lien is hereby granted and re-granted (collectively, the “Patent Collateral”) comprises the following assets of each Debtor, whether now owned or hereafter acquired: (a) all of each Debtor’s patents and patent applications, including the patents and patent applications listed on Schedule I attached and made a part of this Agreement (the property in this item (a) being collectively, the “Patents”); (b) all reissues, re-exams, divisions, continuations, renewals, extensions and continuations-in-part of each of the Patents; (c) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Patents, including damages and payments for past or future infringements of any and all of the Patents; (d) all rights to sue for past, present and future infringements of any and all of the Patents; (e) all rights corresponding to any and all of the Patents throughout the world; and (f) all rights of each Debtor as licensor or licensee under, and with respect to, any patents or patent applications, including the licenses listed on Schedule I and the Patent Licenses.

Notwithstanding anything herein to the contrary, in no event shall Patent Collateral include, and the grant of a security interest or lien hereunder shall not extend to any directly held general intangibles (other than payment intangibles), permit, license, or contractual obligation now or hereafter held by a Debtor (collectively, “Non-Transferable Collateral”) if and for so long such a grant of a security interest in such Non-Transferable Collateral shall, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity, (x) constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of a Debtor therein, (y) constitute or result in a breach or termination pursuant to applicable law or the terms

of, or a default under, any such governing document or agreement, or (z) be prohibited or require the consent of any Person other than the Loan Parties and their Affiliates as a condition to the creation of a Lien on such property, so long as such consent has not been obtained; provided, however, that (A) the foregoing restrictions in this paragraph shall not apply to any payment intangibles, and in no event shall any payment intangibles constitute Non-Transferable Collateral, and (B) a security interest in such Non-Transferable Collateral shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability, other restriction or assignment shall be remedied and, to the extent severable, shall attach immediately to any portion of such Non-Transferable Collateral that does not result in any of the consequences specified in clauses (x), (y) or (z) above, including, without limitation, any such portion constituting proceeds of such Non-Transferable Collateral.

The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern. Nothing herein shall be construed to supersede, or to have merged into, the Security Agreement or any of the Loan Documents, all of which will remain in full force and effect.

Prior to the Effective Date, Resource Ventures and Secured Party entered into that certain Patent Security Agreement (Short Form) dated as of August 5, 2011 (the "Existing Short Form Patent Security Agreement"). On and after the Effective Date, the Existing Short Form Patent Security Agreement is hereby amended and restated in its entirety by this Agreement, and this Agreement and the other Loan Documents to which each Debtor is a party will govern the present relationship among each Debtor and Secured Party with respect to the subject matter hereof. Resource Ventures hereby further ratifies and reaffirms any and all grants of Liens by it to Secured Party on the Patent Collateral as security for the Obligations, and Resource Ventures acknowledges and confirms that the grants of the Liens by it to Secured Party on the Patent Collateral: (i) represent continuing Liens on all of the Patent Collateral, (ii) secure all of the Obligations, and (iii) represent valid, first priority Liens on all of the Patent Collateral except to the extent of any Permitted Liens. References in any of the Loan Documents to the Existing Short Form Patent Security Agreement shall, on and after the Effective Date, be deemed to be references to this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

**RESOURCE VENTURES, LTD.**

By:   
Name: Richard A. Smith  
Title: Chief Financial Officer

**RESOURCE INTERACTIVE, LTD.**

By:   
Name: Richard A. Smith  
Title: Chief Financial Officer

**FIFTH THIRD BANK**

By: \_\_\_\_\_  
Keith L. Schlegel, Vice President

IN WITNESS WHEREOF, Secured Party and Debtors, intending to be legally bound, have executed and delivered this Agreement by their duly authorized officers as of the Effective Date.

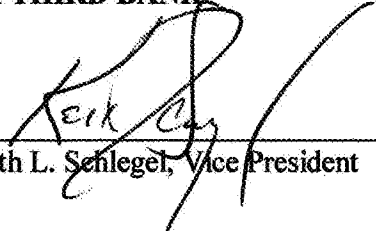
**RESOURCE VENTURES, LTD.**

By: \_\_\_\_\_  
Name: Richard A. Smith  
Title: Chief Financial Officer

**RESOURCE INTERACTIVE, LTD.**

By: \_\_\_\_\_  
Name: Richard A. Smith  
Title: Chief Financial Officer

**FIFTH THIRD BANK**

By:  \_\_\_\_\_  
Keith L. Schlegel, Vice President

## **SCHEDULE I**

### **PATENTS**

Patent Applications (U.S. Patent and Trademark Office):

1. PCI DSS COMPLIANT PROXY SERVICE – App. No.: 13/417,883; Filing Date: 3/12/12; Owner: Resource Interactive, Ltd.
2. E-COMMERCE LOYALTY SYSTEM AND METHOD – App. No: 13/678,050; Filing Date: 11/15/12; Owner: Resource Ventures, Ltd.