

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WhiteFence, Inc.	FORMERLY Qcorps Residential, Inc.	06/20/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	75 E. Trimble Road, m/c 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	a Banking Association: TEXAS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77202427	WHITEFENCE
Serial Number:	77202434	WHITEFENCE YOUR HOME. YOUR LIFE. CONNECTED.
Serial Number:	78543674	WHITEFENCE
Serial Number:	78506118	MOVE ENGINE
Serial Number:	76493049	BEST PRICE CONNECT
Serial Number:	76493048	BEST PRICE CONNECTIONS
Serial Number:	76131529	QCORPS CONNECT
Serial Number:	76131528	QCORPS
Serial Number:	76547576	ACCELERATE YOUR MOVE

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com

OP \$240.00 77202427

Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 201 S. Division Street, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:

WHITEFENCE 47975-1

NAME OF SUBMITTER:

Angela Alvarez Sujek

Signature:

/Angela Alvarez Sujek/

Date:

07/01/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 6, 2008 by and between COMERICA BANK ("Bank") and WHITEFENCE, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (in the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

5333 Westheimer Road, Suite 1000
Houston, TX 77056

Attn: General Counsel

GRANTOR:

WHITEFENCE, INC.

By: [Signature]

Title: GC

Address of Bank:

Comerica Bank
m/c 4770
75 E. Triunfo Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5094

BANK:

COMERICA BANK

By: [Signature]

Title: Vice President

EXHIBIT A

Copyrights

None.

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EXHIBIT B

Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
System and method for generating XSL transformation documents	09/999822	10/31/01	6996781	2/7/06
System and method for generating XSL transformation documents	11/158423	6/22/05	n/a	n/a

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
WHITEFENCE	77/202427	6/11/07	n/a	n/a
WHITEFENCE (and Design)	77/202427	6/11/07	n/a	n/a
WHITEFENCE YOUR HOME. YOUR LIFE. CONNECTED. (and Design)	77/202434	6/11/07	n/a	n/a
WHITEFENCE	78/543674	1/7/05	3,143,443	9/12/06
MOVE ENGINE	78/306118	10/26/04	3,194,991	1/2/07
ACCELERATE YOUR MOVE	76/547576	9/30/03	3,261,468	7/10/07
BEST PRICE CONNECT	76/493049	1/24/03	3,154,476	10/10/06
BEST PRICE CONNECTIONS	76/493048	1/24/03	3,174,466	11/21/06
QCORPS CONNECT	76/131329	9/15/00	2,693,837	3/4/03
QCORPS	76/131328	9/13/00	2,632,811	10/8/02

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