

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement to that certain Credit Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Copperlogic, Inc.		07/17/2008	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	200 Bay Street		
<b>Internal Address:</b>	Royal Bank Plaza		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J5		
<b>Entity Type:</b>	a Canadian chartered bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3340480	MOTORMENTOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	V. Craig Belair		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	026701.0103		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			

OP \$40.00 3340480

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

V. Craig Belair

Signature:

/V. Craig Belair/

Date:

07/18/2008

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, supplemented, or otherwise modified from time to time, the "**IP Security Agreement**") dated as of July 17, 2008, is made by **COPPERLOGIC, INC.**, a Texas corporation (the "**Debtor**") in favor of **ROYAL BANK OF CANADA** as Lender (as defined in the Credit Agreement referred to below).

WHEREAS, the Debtor has entered into a Credit Agreement dated as of July 17, 2008 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with the Lender. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of extension of credit (collectively, "**Advances**") to or for the account of the Debtor under the Credit Agreement from time to time, the Debtor has executed and delivered the Security Agreement dated July 17, 2008 made by the Debtor in favor of the Lender (as amended, supplemented, or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Debtor has granted to the Lender a security interest in, among other property, certain intellectual property of the Debtor and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other Governmental Authority.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

**SECTION 1. Grant of Security.** The Debtor hereby grants to the Lender a security interest in and to all of the Debtor's right, title and interest in and to the following (the "**Collateral**"):

(i) all United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such **Schedule A** may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of **Exhibit 2** to the Security Agreement (an "**IP Security Agreement Supplement**") executed and delivered by the Debtor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) all United States, international and foreign trademarks and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (but excluding any United States intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein impairs the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby and renewals and extensions of the foregoing, and all rights therein provided

by international treaties or conventions (as such **Schedule B** may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lender from time to time) (the “**Trademarks**”);

(iii) all United States, international and foreign copyrights, whether registered or unregistered, including, without limitation, the United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such **Schedule C** may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Debtor to the Lender from time to time) (the “**Copyrights**”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all Proceeds and products of any of the foregoing.

**SECTION 2. Security for Obligations.** The pledge and assignment of, and the grant of a security interest in, the Collateral by the Debtor under this IP Security Agreement secures the payment of all Obligations of the Debtor now or hereafter existing under or in respect of the Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Debtor, the payment of all amounts that constitute part of the Obligations and that would be owed by the Debtor to the Lender under the Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Debtor.

**SECTION 3. Recordation.** The Debtor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

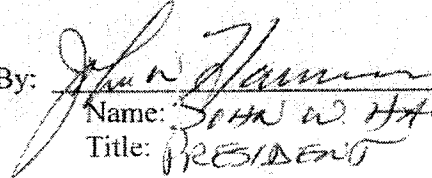
**SECTION 4. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Debtor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**COPPERLOGIC, INC.**

By:   
Name: JOHN W. HAMM  
Title: PRESIDENT

Address for Notices:

4140 World Houston Pkwy., Suite 100  
Houston, TX 77032  
USA

ACCEPTED AND AGREED:

**ROYAL BANK OF CANADA**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Debtor has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**COPPERLOGIC, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

4140 World Houston Pkwy., Suite 100  
Houston, TX 77032  
USA

ACCEPTED AND AGREED:

**ROYAL BANK OF CANADA**

By: Dustin Craven  
Name: **Dustin Craven**  
Title: **Attorney-in-Fact**

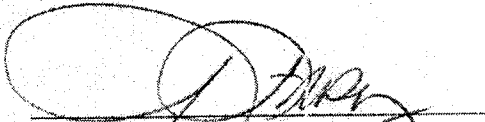
RBC/CopperLogic Intellectual Property Security Agreement  
026701.0103\277744

TRADEMARK  
REEL: 003818 FRAME: 0932

ACKNOWLEDGMENT

STATE OF Texas :  
COUNTY OF Harris : SS

Before me, the undersigned, a Notary Public, on this 21<sup>st</sup> day of July, 2008, personally appeared John W. Harris to me known personally, who, being by me duly sworn, did say that he is the President of CopperLogic, Inc., a Texas corporation, as Debtor, and that said Intellectual Property Security Agreement was signed on behalf of said Debtor, and the said John W. Harris acknowledged said instrument to be his free act and deed.

  
Notary Public  
My Commission Expires: 11-15-2008







**Schedule A**

**Patents**

None.

**Schedule B**

**Trademarks**

<b>Trademark</b>	<b>Registration Date</b>	<b>Filing Date</b>	<b>Status</b>	<b>Registration No.</b>
Motor Mentor	11/20/07	2/9/04	Registered	3340480

**Schedule C**

**Copyrights**

None.