

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZETA INTERACTIVE CORPORATION		06/30/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EAST WEST BANK		
<b>Street Address:</b>	2350 Mission College Blvd.		
<b>Internal Address:</b>	Suite 988		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3711927	ZETA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	885-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley, LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	300614-116 ZETA		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>Signature:</b>	/Erin O'Brien/		

CH \$40.00 3711927

Date:

06/30/2010

Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 30, 2010 by and between EAST WEST BANK ("**Bank**") and ZETA INTERACTIVE CORPORATION, a Delaware corporation ("**Grantor**"). Capitalized terms used but not defined herein have the meanings assigned in the Loan Agreement (as defined below).

### RECITALS

Grantor and Bank are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**").

Pursuant to the Loan Agreement, Grantor has agreed to execute this Intellectual Property Security Agreement in respect of the Intellectual Property Collateral for recording with the appropriate filing office(s).

**NOW, THEREFORE**, Grantor agrees as follows:

### AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Bank a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property Collateral whether presently existing or hereafter acquired (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C, respectively, hereto), 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). This security interest is granted in conjunction with the security interest granted to Bank in the Loan Agreement.

Upon payment in full of its Obligations under the Loan Agreement and the other Loan Documents, this Intellectual Property Security Agreement shall terminate, and Bank shall execute, acknowledge and deliver to Grantor an instrument in writing in recordable form releasing the pledge, grant, assignment, lien and security interest in the Intellectual Property Collateral pursuant to this Intellectual Property Security Agreement.

This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.

In WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Grantor:

99 Park Avenue, 23<sup>rd</sup> Floor  
New York, NY 10016  
Attention: Al DiGuido / Kelsha Brescia

ZETA INTERACTIVE CORPORATION

By: Al DiGuido

Title: CEO

Address of Bank:

2350 Mission College Blvd., Suite 988  
Santa Clara, CA 95054  
Attn: Kelvin Chan

EAST WEST BANK

By: [Signature]

Title: FVP

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**EXHIBIT A**

**Copyrights**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
	NONE	

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Patent Number</u>	<u>Issue Date</u>
	NONE			

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Application /Registration Date</u>
ZETA	3,711,927	11/17/09