

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
CExchange, LLC		05/25/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Aegis Texas Venture Fund II, LP		
Street Address:	11000 Richmond, Suite 550		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77042		
Entity Type:	LIMITED PARTNERSHIP: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3565234	CEXCHANGE	
CORRESPONDENCE DATA			
Fax Number:	2148534499		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-533-5253		
Email:	jr@rowlethill.com		
Correspondent Name:	John R. Rowlett		
Address Line 1:	25 Highland Park Village, Suite 100-448		
Address Line 4:	Dallas, TEXAS 75205		
ATTORNEY DOCKET NUMBER:	AEGIS/CEXCHANGE		
NAME OF SUBMITTER:	John R. Rowlett		
Signature:	/John R. Rowlett/		

OP \$40.00 3565234

Date:

05/31/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), is made as of May 25, 2012 by CEXCHANGE, LLC, a Texas limited liability company ("Debtor"), in favor of AEGIS TEXAS VENTURE FUND II, LP (together with any successor(s) thereto in such capacity, the "Secured Party").

BACKGROUND.

Pursuant to the Loan and Security Agreement dated as of the date hereof (such agreement, together with all amendments and restatements, the "Loan Agreement"), between Debtor and Secured Party, Secured Party has extended commitments to make Loans to Debtor;

As a condition precedent to the making of the Loans under the Loan Agreement, Debtor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

Debtor has duly authorized the execution, delivery and performance of this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Secured Party to make Loans pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Loan Agreement.

"Trademark License" means any agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by Debtor or which Debtor otherwise has the right to license, or granting to Debtor any right to use any Trademark now or hereafter owned by any third party, and all rights of Debtor under any such agreement.

"Trademarks" means (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any governmental authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) all rights to use and/or sell any of the foregoing.

2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, Debtor does hereby mortgage, pledge and hypothecate to Secured Party, and grant to Secured Party a security

interest in, for its benefit and the benefit of each Secured Creditor, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired by it:

- (a) all Trademarks, including all Trademarks referred to in Item A of Attachment 1 attached hereto;
- (b) all applications for Trademarks; and
- (c) all Trademark Licenses; and
- (d) all proceeds and products of the foregoing, including, without limitation, insurance payable by reason of loss or damage to the foregoing.

3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in the United States and any state thereof. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party for its benefit under the Loan Agreement. The Loan Agreement (and all rights and remedies of Secured Party) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

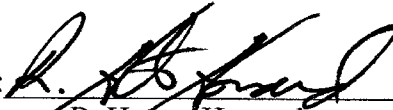
6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

CEXCHANGE, LLC

By: 
Name: R. Hunter Howard
Title: President & C.O.O.

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By: _____
Name: Kevin Dragan
Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

CEXCHANGE, LLC

By: _____

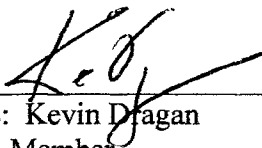
Name: R. Hunter Howard

Title: President & C.O.O.

SECURED PARTY:

AEGIS TEXAS VENTURE FUND II, LP

By: Aegis Texas Venture Fund II, GP, LLC,
its General Partner

By:  _____

Name: Kevin Dragan

Title: Member

ATTACHMENT I
to Trademark Security Agreement

Item A – Registered Trademarks

Registered Owner	Nature of Debtor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Date Registered	Country of Registration
CEExchange, LLC	Owner	CEXCHANGE	3,565,234	1/20/09	U.S.A.

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