

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Batanga, Inc.		11/14/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Ares Capital Corporation
Street Address:	2 North LaSalle Corporation
Internal Address:	Legal Department
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	CORPORATION: MARYLAND

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2596997	BATANGA
Registration Number:	2741508	BATANGA
Registration Number:	3902771	BATANGA NETWORK
Registration Number:	3906429	
Serial Number:	85519014	

**CORRESPONDENCE DATA**

Fax Number: 4157735759  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 415-773-5700  
 Email: lpartmann@orrick.com  
 Correspondent Name: John Cook  
 Address Line 1: 405 Howard Street, The Orrick Building  
 Address Line 2: Orrick, Herrington & Sutcliffe LLP  
 Address Line 4: San Francisco, CALIFORNIA 94105-2669

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ATTORNEY DOCKET NUMBER:	18664.1
NAME OF SUBMITTER:	John Cook
Signature:	/John Cook/
Date:	11/19/2012
Total Attachments: 2 source=Batanga- Security Interest Grant for Trademarks (Ares)-signed#page1.tif source=Batanga- Security Interest Grant for Trademarks (Ares)-signed#page2.tif	

**GRANT OF SECURITY INTEREST**

**TRADEMARKS**

This GRANT OF SECURITY INTEREST, dated as of November 14, 2012, is executed by Batanga, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of October 31, 2012 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between Grantor and Lender, Lender agreed to extend loans and other financial accommodations to Grantor upon the terms and subject to the conditions set forth therein.

B. Grantor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A annexed hereto and made a part hereof, which trademarks are registered in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Grantor and other entities party thereto from time to time have entered into a Security Agreement (Intellectual Property) dated as of October 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lender.

D. Pursuant to the Security Agreement, Grantor has granted to Lender a security interest in all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Lender's address is:

Ares Capital Corporation  
2 North LaSalle Street, Suite 925  
Chicago, IL 60602  
Attention: Legal Department

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**GRANTOR**

Batanga, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Manuel Borges  
Title: Chief Financial Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST  
TRADEMARKS

<b>Mark</b>	<b>Reg. Date</b>	<b>Description</b>
"BATANGA"	July 23, 2002	Reg. No. 2596997
"BATANGA"	July 29, 2003	Reg. No. 2741508
"BATANGA NETWORK"	January 11, 2011	Reg. No. 3902771
BATANGA LOGO	January 18, 2011	Reg. No. 3906429
BATANGA TRIANGLE	Pending	Serial No. 85519014