

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's Address previously recorded on Reel 004903 Frame 0548. Assignor(s) hereby confirms the 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:	245 Park Avenue, 44th Floor
Internal Address:	Legal Department
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
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

CH \$140.00 2596997

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 18664.1

NAME OF SUBMITTER: John Cook

Signature: /John Cook/

Date: 11/26/2012

Total Attachments: 2
source=Ares#page1.tif
source=Ares#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
245 Park Avenue, 44th Floor
New York, NY 10167
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 I-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	<u>Description</u>
"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

OHSUSA:752215423.1