

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
K2 Intelligence, LLC		02/14/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Bryant Park
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	85200143	K2N
Serial Number:	85200145	K2 GLOBAL NETWORK
Serial Number:	85200147	K2O
Serial Number:	85669225	K2 INTELLIGENCE
Serial Number:	85673251	K2 INTELLIGENCE

CORRESPONDENCE DATA

Fax Number: 2125646083
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212(947)-7200
 Email: jdougherty@nationalcorp.com
 Correspondent Name: Joseph Dougherty
 Address Line 1: National Corporate Research
 Address Line 2: 10 E 40th Street, 10th FL
 Address Line 4: New York, NEW YORK 10016

OP \$140.00 85200143

ATTORNEY DOCKET NUMBER:	N362958
NAME OF SUBMITTER:	Janelle Telesford
Signature:	/Janelle Telesford/
Date:	02/19/2013
Total Attachments: 3 source=K2-2#page2.tif source=K2-2#page3.tif source=K2-2#page4.tif	

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **K2 INTELLIGENCE, LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **BANK OF AMERICA, N. A.** (the "*Secured Party*") under the Guarantee Agreement, dated as of February 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Guarantee Agreement*"), by and among K2 Intelligence, Inc. (the "*Borrower*"), the Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Secured Party. The Grantor is a party to the Security Agreement, dated as of February 14, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and among the Borrower, the Grantor, the other subsidiaries of the Borrower from time to time party thereto and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the present and future right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are 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 Secured Party's address is: One Bryant Park, New York, New York 10036.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest (Trademarks) to be duly executed by its duly authorized officer as of the 14th day of February 2013.

K2 INTELLIGENCE, LLC

By: 

Name:

Title:

Schedule 1
to
Grant of Security Interest (Trademarks)
by K2 Intelligence, LLC
Dated as of February 14, 2013

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
K2N	85200143	December 16, 2010
K2 Global Network	85200145	December 16, 2010
K2O	85200147	December 16, 2010
K2 INTELLIGENCE	85669225	July 5, 2012
K2 INTELLIGENCE (Logo)	85673251	July 10, 2012

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