

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|-----------------------------------|------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| X PLUS ONE SOLUTIONS, INC. | | 04/01/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Ares Capital Corporation | | |
| Street Address: | 2 North LaSalle Street, Suite 925 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60602 | | |
| Entity Type: | CORPORATION: MARYLAND | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3200544 | SMARTSERVE | |
| Registration Number: | 3334039 | POE | |
| Registration Number: | 3791604 | [X+1] | |
| Serial Number: | 77968462 | MAKE EVERY INTERACTION COUNT | |
| Registration Number: | 4214387 | NEXTARGETING SUMMIT | |
| Registration Number: | 4154575 | OPEN DATA BRIDGE | |
| Registration Number: | 4202754 | POE PREDICTIVE OPTIMIZATION ENGINE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9495676710 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 949-852-7792 | | |
| Email: | ipprosecution@orrick.com | | |
| Correspondent Name: | Victor Santos | | |
| Address Line 1: | 2050 Main Street, Suite 1100 | | |
| Address Line 4: | IRVINE, CALIFORNIA 92614-8255 | | |

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| | |
|---|-----------------|
| ATTORNEY DOCKET NUMBER: | 28633-1 |
| NAME OF SUBMITTER: | Victor Santos |
| Signature: | /Victor Santos/ |
| Date: | 04/11/2013 |
| Total Attachments: 3 source=X + 1 Grant - Trademarks#page1.tif source=X + 1 Grant - Trademarks#page2.tif source=X + 1 Grant - Trademarks#page3.tif | |

GRANT OF SECURITY INTEREST

TRADEMARKS

This GRANT OF SECURITY INTEREST, dated as of April 1, 2013, is executed by X Plus One Solutions, Inc., a Delaware corporation ("Grantor"), in favor of Ares Capital Corporation ("Lender").

A. Pursuant to that certain Loan and Security Agreement, dated as of April 1, 2013 (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 April 1, 2013 (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.

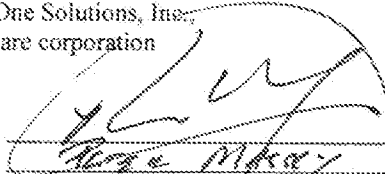
GRANTOR

X Plus One Solutions, Inc.
a Delaware corporation

By:

Name:

Title:



SCHEDULE 1-A TO GRANT OF SECURITY INTEREST
TRADEMARKS

| Mark | Reg. Date | Description |
|------------------------------|------------------|--|
| SMARTSERVE | 1/23/2007 | U.S. Registration No. 3,200,544 |
| POE | 11/13/2007 | U.S. Registration No. 3,334,039 |
| [X+1] | 5/18/2010 | U.S. Registration No. 3,791,604 |
| Make Every Interaction Count | | U.S. Application no. 77/968,462, PENDING |
| NexTargeting Summit | 9/25/2012 | U.S. Registration No. 4,214,387 |
| Open Data Bridge | 6/5/2012 | U.S. Registration No. 4154575 |
| POE | 9/4/2012 | U.S. Registration No. 4,202,754; |