FORM PTO-1594	U.S. DEPARTMENT OF COMMERCE T United States Patent and Trademark Office			
OMB No. 0651-0027 (exp. 06/30/2008)				
103338563				
1. Name of conveying party(ies):	: Please record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies):			
Icebreaker, Inc.	Additional name(s) of conveying parties attached? Yes No			
	Name: Silicon Valley Bank Internal Address Loan Documentation HF 154			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State	Street Address: 3003 Tasman Dr.			
Other	City Santa Clara			
Additional name(s) of conveying parties attached? ☐Yes ☒ No	City Santa Clara State CA Country USA Zip 95054			
3. Nature of conveyance/ Execution Date(s):	Zip 95054			
Execution Date(s): 11/03/06	General Partnership Citizenship			
Assignment Merger	☐ Limited Partnership Citizenship ☐ Corporation Citizenship ☐ Other Citizenship			
Security Agreement ☐ Change of Name	If assignee is not domiciled in the United States, a domestic representative			
☐ Other	designation is attached: ☐ Yes ☐ No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and id	entification or description of the Trademark:			
A. Trademark Application No.(s) 78/862,864	B. Trademark Registration No.(s)			
78/862,885				
78/970,989				
78/971,012				
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):				
11/17/2006 DBYRNE 00000164 78862864				
01 FC:8521				
5. Name and address of party to winding correspondence concerning document should be mailed:	6. Total number of applications and registrations involved: 4			
Name: Silicon Valley Bank	7.7.4.46 (07.050.0.04) 0.445 0.0			
Internal Address: Loan Collateral HF154	7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$115.00 Authorized to be charged by credit card Authorized to be charged to deposit account			
Street Address: 3003 Tasman Dr.	Enclosed			
City: Santa Clara State: CA ZIP: 95054	8. Payment Information:			
Phone Number: (408) 654-4042	a. Credit Card Last 4 Numbers			
Fax Number: (408) 654-6313	Expiration Date			
Email Address: Idc@svbank.com	b. Deposit Account Number Authorized User Name			
9. Signature. Maube Granedo Signature	11 13 00 Date			
Manbel Higareda Go Amy Zuhr Name of Person Signing	Total number of pages including cover sheet, attachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and ICEBREAKER, INC., a Cayman Islands exempted company ("Grantor").

RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor.

1750 112th Avenue NE #D154

Bellevue, WA 98004

Attn: Chief Executive Officer

Address of Bank:

3003 Tasman Drive Santa Clara, CA 95054-1191

Attn: GEIFB. Mansen

ICEBREAKER, INC.

Title CEO

BANK:

SILICON VALLEY BANK

SP

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(00201948.DOC)

EXHIBIT A

Copyrights

Description

NONE

Registration/ Application Number Registration/ Application <u>Date</u>

{00201948.DOC}

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application <u>Date</u>
U.S. Provisional Patent: Title: Mobile Social Network; Attorney Docket Number; BRKRP101US	60/757,280	1/9/06
U.S. Utility Patent: Title: Social Interaction System; Attorney Docket Number; BRKRP102US	11/456,397	7/10/06
U.S. Provisional Patent: Title: Mobile Social Network; Attorney Docket Number; BRKRP109US	60/8 06, 833	7/10/06
U.S. Provisional Patent: Title: Mobile Social Network; Attorney Docket Number; BRKRP110US	60/825,851	09/15/06

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
U.S. Trademark Application; Mark: CRUSH OR FLUSH; Attorney Docket Number; BRKRT102US	78/862,864	4/17/06
U.S. Trademark Application; Mark: CRUSHORFLUSH; Attorney Docket Number; BRKRT102US	78/862,885	4/17/06
U.S. Trademark Application; Mark: "HEARTS" CRUSH OR FLUSH; Attorney Docket Number; BRKRT103US	78/970,989	9/11/06
U.S. Trademark Application; Mark: ICEBREAKERS "DIALPAD" LOGO; Attorney Docket Number; BRKRT104US	78/971,012	9/11/06

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EXHIBIT D

Mask Works

Description

None

Registration/ Application Number Registration/ Application Date

{00201948.DOC}

TRADEMARK
REEL: 003440 FRAME: 0422

RECORDED: 11/17/2006