

O: VENCORE SOLUTIONS LLC COMPANY: SUITE 350

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Form PTO-1594 (Rev. 07/05)

OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> MIGO SOFTWARE, INC. A DELAWARE CORPORATION		<b>2. Name and address of receiving party(ies)</b> Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: VENCORE SOLUTIONS LLC Internal Address: SUITE 350 Street Address: 4500 KRUSE WAY City: LAKE OSWEGO State: OR Country: USA Zip: 97035	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: DELAWARE <input type="checkbox"/> Other		<input type="checkbox"/> Association Citizenship <input type="checkbox"/> General Partnership Citizenship <input type="checkbox"/> Limited Partnership Citizenship <input checked="" type="checkbox"/> Corporation Citizenship DELAWARE <input type="checkbox"/> Other Citizenship	
Citizenship (see guidelines) Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>3. Nature of conveyance / Execution Date(s):</b> Execution Date(s): AUGUST 10, 2007 <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other	
<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) B. Trademark Registration No.(s) 3,004,97		Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> MIGO			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: VENCORE SOLUTIONS LLC Internal Address: SUITE 350 Street Address: 4500 SW KRUSEWAY City: LAKE OSWEGO State: OR Zip: 97035 Phone Number: 503-699-4997 Fax Number: 503-675-3136 Email Address: CINDY@VENCORE-SOLUTIONS.COM		<b>6. Total number of applications and registrations involved:</b> 1	
<b>7. Total fee (37 CFR 2.8(b)(6) &amp; 3.41)</b> \$ 40.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed		<b>8. Payment information:</b> a. Credit Card Last 4 Numbers: 9998 Expiration Date: 11/07 b. Deposit Account Number: Authorized User Name:	
<b>9. Signature:</b>  Signature CINDY SPRINKLE Name of Person Signing		Date: 8/17/07 Total number of pages including cover sheet, attachments, and document: 7	

Documents to be recorded (including cover sheet) should be filed in (674) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, VA 22313-1480

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# VENCORE SOLUTIONS LLC

*Financial Services and Emerging Growth Companies Coming Together*

VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company  
4500 SW Kruse Way, Suite 350 • Lake Oswego, OR 97035  
(503) 699-4897 • Fax: (503) 675-3136

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 10, 2007 by and among VENCORE SOLUTIONS LLC, a Delaware Limited Liability Company ("Lender") and Migo Software, Inc., a Delaware Corporation ("Grantor").

### RECITALS

Lender 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 Lender and Grantor dated of even date herewith (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).

Lender is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations under the Loan Agreement, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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 (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Loan and Security Agreement

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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:

Migo Software, Inc., a Delaware Corporation

555 Twin Dolphin Drive, Suite 650  
Redwood City, CA. 94065  
Attention: Richard Liebman

By: X \_\_\_\_\_

Name: Kent Heyman

Title: Chief Executive Officer

By: X 

Name: Richard Liebman

Title: Chief Financial Officer

**LENDER:**

Address of Lender:

VENCORE SOLUTIONS LLC,  
a Delaware Limited Liability Company

4500 SW Kruse Way, Suite 350  
Lake Oswego, OR 97035  
Attention: Jim Johnson

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
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**EXHIBIT C  
TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MIGO	3,004,97	10/4/2005

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TOTAL P.07 <sup>7</sup>

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## EXHIBIT B

## PATENTS

Description	Patent/Application Number	Issue/Application Date
System and method for transferring personalized information among computers.	10/335,070	5/8/2003
Icon Manager	11/443,622	5/31/2006
Optimize PST File Configuration	11/763,337	6/14/2006
Leave No Trace	11/479,682	6/30/2006
Hide Icons From Guest Computer	11/479,467	6/30/2006
Suppress Display of Guest Computer	11/479,383	6/30/2006
Show Icons and Email	11/479,676	6/30/2006
Access MS Email	11/479,466	6/30/2006
Universal Data File, Roundhouse	60/895,954	3/20/2007
Universal Loader	20040172526	2005
PhotoPlay	20070115149	2005
Mobile Billboard	20050028078	2003
Real Time Video Auto Scaling	X <u>TBD</u>	2006
Card Based Digital Rights Management	X <u>TBD</u>	2006
MigoNetSync	TBD	7/2007
MigoDeposit	TBD	7/2006
MigoOmniSync	TBD	8/2007
MigoAppListener/SDK	TBD	8/2007

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