

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pelago, Inc.		09/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	901 Fifth Avenue, Ste. 1479		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98164		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	78832666	PELAGO	
Serial Number:	78922574	TRIBAL KNOWLEDGE	
Serial Number:	77111889	TRIBAL KNOWLEDGE	
Serial Number:	77111891	SOCIALLY CHARGED	
Serial Number:	77111892	PELAGO	
Serial Number:	77216260	WHRRL	
Serial Number:	77216257	WHRRLD	
Serial Number:	77219703	WHRRLD VIEW	
CORRESPONDENCE DATA			
Fax Number:	(303)685-4869		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tmartinet@jcfkk.com		
Correspondent Name:	Trent Martinet		
Address Line 1:	1050 17th St. Ste. 1500		
Address Line 4:	Denver, COLORADO 80265		

OP \$215.00 78832666

ATTORNEY DOCKET NUMBER:	1100.00036
NAME OF SUBMITTER:	Trent Martinet
Signature:	/trent martinet/
Date:	10/22/2007
Total Attachments: 6 source=pelagolPsecurityAgmt#page1.tif source=pelagolPsecurityAgmt#page2.tif source=pelagolPsecurityAgmt#page3.tif source=pelagolPsecurityAgmt#page4.tif source=pelagolPsecurityAgmt#page5.tif source=pelagolPsecurityAgmt#page6.tif	

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 PELAGO, INC. ("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.

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.

Address of Grantor:

1601 5th Avenue, Suite 1100
Seattle, WA 98101

Attn: Jeffrey Holden

GRANTOR:

PELAGO, INC.

By: *William A. Unbehauen*

Title: CEO

Address of Bank:

901 Fifth Avenue, Suite 1470
Seattle, WA 98164

Attn: Rovthar Soriano

BANK:

SILICON VALLEY BANK

By: *Rob S / ROVTHAR SORIANO*

Title: RELATIONSHIP MANAGER

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Pay-Per-Visit Mobile Advertising	11/404,102	04/13/06
Clouds of Users/Devices	11/697,617	04/06/07
Asynchronous Batch Message Passing	60/865,381	11/10/06
Polygon Decomposition (Intelligent Proximity Search)	60/911,627	04/13/07
Visitization	60/914,556	04/27/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PELAGO	78/832,666	3/8/2006
TRIBAL KNOWLEDGE	78/922,574	7/5/2006
PELAGO	005300231	9/7/2006
TRIBAL KNOWLEDGE	A0006875	1/5/2007
TRIBAL KNOWLEDGE	77/111,889	2/20/2007
SOCIALLY CHARGED	77/111,891	2/20/2007
PELAGO	77/111,892	2/20/2007
WHRRL	77/216,260	6/26/2007
WHRRLD	77/216,257	6/26/2007
WHRRLD VIEW	77/219,703	6/29/2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None