

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
mSnap, Inc.	FORMERLY Boost Communications, Inc.	02/14/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Partech U.S. Partners IV, LLC
Street Address:	50 California Street
Internal Address:	Suite 3200
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78709369	MSONG
Serial Number:	78978897	MSONG
Serial Number:	78709409	MINFO
Serial Number:	78705423	MSNAP
Serial Number:	78709568	MVOTE
Serial Number:	78709572	MTALK

CORRESPONDENCE DATA

Fax Number: (858)638-5033

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 8586386733

Email: karen.johanson@dlapiper.com

Correspondent Name: DLA PIPER US LLP

Address Line 1: 4365 EXECUTIVE DRIVE, SUITE 1100

Address Line 2: ATTN: KAREN JOHANSON

900100764

TRADEMARK
REEL: 003732 FRAME: 0321

CH \$165.00 78709369

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:

359511-8

NAME OF SUBMITTER:

David R. Young

Signature:

/David R. Young/

Date:

03/05/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 14, 2008 by and between mSnap, Inc., a Delaware corporation ("Grantor"), on the one hand, and Partech U.S. Partners IV, LLC, on its own behalf and on behalf of the other Secured Parties (as defined therein) (collectively, the "Lenders") set forth in the Security Agreement of even date herewith by and among the Grantor and the Lenders (the "Security Agreement"), on the other hand.

RECITALS

A. Grantor and Lenders are parties to that certain Secured Convertible Note Purchase Agreement of even date herewith (the "Purchase Agreement") pursuant to which the Lenders shall purchase Notes (as defined in the Purchase Agreement) from the Grantor.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Lenders 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 Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Purchase Agreement, Grantor grants and pledges to Lenders 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.

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

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

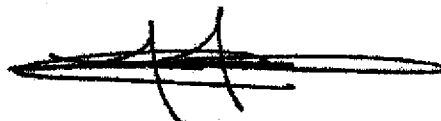
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

388 Market Street, Suite 854
San Francisco, CA 94111

MSNAP, INC.



By: _____
Tim Favia, Chief Executive Officer

LENDERS:

Address of Lender:

50 California Street, Suite 3200
San Francisco, CA 94111

PARTECH U.S. PARTNERS IV, LLC (on its
own behalf and on behalf of the other Lenders):

By: _____
Vincent Worms, Managing Member

SIGNATURE PAGE TO MSNAP INTELLECTUAL PROPERTY SECURITY AGREEMENT

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TRADEMARK
REEL: 003732 FRAME: 0324

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

Description	Patent/ Application Number	Patent/ Application Date
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>
mSong	78709369	9/8/05
mSong	78978897	9/8/05
mInfo	78709409	9/8/05
mSnap	78705423	9/1/05
mVote	78709568	9/8/05
Mtalk	78709572	9/8/05